United States Court of Appeals

for the Second Circuit

APPENDIX

75-7474

In The

United States Court of Appeals

For The Second Circuit

JANUARY MUSIC CORPORATION, ARCH MUSIC CO., INC., and SEALARK ENTERPRISES, INC.,

Plaintiffs-Appellees,

vs.

MUSICOR RECORD CORP., et als,

Defendants,

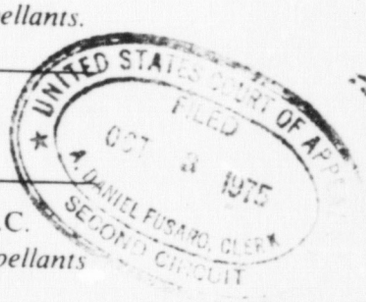
and

MUSICOR RECORD CORP. and TALMADGE PRODUCTIONS CO., INC.,

Defendants-Appellants.

B

P/S



JOINT APPENDIX

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CIVIL DOCKET
UNITED STATES DISTRICT COURT

68 Civ. 4138

JUDGE GRIESA

1-a

68 Civ. 4138

Jury demand date:

D. C. Form No. 106 Rev.

JUDGE [redacted]

TITLE OF CASE	ATTORNEYS
JANUARY MUSIC CORPORATION ARCH MUSIC CO. INC. SEALARK ENTERPRISES, INC. VS MUSICOR RECORD CORPORATION 5-4-75 ART TALMADGE 6-25-75 Answ. MALVERNE RECORD DISTRIBUTORS, INC. 6-25-75 Answ. MUTUAL DISTRIBUTORS INC. 6-25-75 Answ. MAIN LINE RECORDS, INC. 6-25-75 Answ.	For plaintiff: Hofer & Boorstyn 221 W. 57 St., NYC 10019 (JU 2-5030) HER. FICH (Sic) 8/13 For defendant: ~~Satback, Kaufman~~ ~~Goldfarb~~ Kaufman, Esq. --750 Fifth Ave.- N.Y. Saxe Bacon Bolan & Manley 39 E. 68 St., NYC-10021 - 472-1400

STATISTICAL RECORD	COSTS		DATE	NAME OR RECEIPT NO.	REC.		DISB.	
J.S. 5 mailed X	Clerk		10-18-68	Hofer & B	15	-		
			10-18-68	U.S. Treas			15	-
J.S. 6 mailed ✓	Marshal							
Basis of Action: Copyright infringement.	Docket fee							
	Witness fees							
Action arose	Depositions						A	

68 Civ. 4138 January Music Corp., et al. vs. Musicor Record Corp., et al. 68 Civ

JUDGE GRIESA

2a

DATE	PROCEEDINGS
Oct 18-68	Filed complaint and issued summons
Nov.7-68	Filed summons with marshal's ret. Served Arthur Talmadge by Henry Bushken, Associate in Law firm of Beldock & Kushnik on 10/30/68.
Feb.19.69	Filed stip and order that time for deft to answer the complaint is extended to 4.18.69 Edelsteind, J....
Jul 10-69	Filed pltffs. affidavit & Notice of Motion to Produce & Inspect- ret. 7-24-69. with Memo endorsed
Jul 10-69	Filed pltffs. memorandum of law
Jul.10-69	~~Filed pltffs. notice of Motion for p reduce and Inspect. Ret. 7-24-69.~~
Sep/12/69	Filed Memo Endorsed on motion ret.7/7/69 Ordered the documents and records requested in the notice of motion shall be produced for inspection to an independedn accountantmutually agreed upon by the parties etc. Tyler, J.
Sep/17/69	Filed Defts notice of motion ret. 9.23.69 for an order granting leave to file an amended answer.
Sept.22-69	Filed (in court) Affidavit in opposition.
Sept.24-69	Filed MEMO.END. on motion papers filed 9/17/69. Motion denied following argument. So ordered. Bryan, J.
Aug 24-70	Filed pltffs' NOTE OF ISSUE & statement of readiness
Oct.13-70	Filed order pursuant to calendar rules 6 & 13. Sugarman, CH.J.
Oct.22-70	Filed deft's designation of trial counsel.
Oct.27-70	Filed pltff's designation of trial counsel.
Aug 17-72	Filed pltffs' pre-trial memorandum.
Aug 17-72	Filed defts' Pre-Trial memorandum.
Aug 17-72	Filed Order that no further discovery is to be had. 2. Pltff is to serve trial memorandum within 45 days from the date hereof; deft to serve its trial memorandum within 20 days thereafter. No extendion will be granted. 3. Action is marked Ready and placed on Ready Trial Calendar to be reached in regular order. Ryan J. -mailed notice.
Aug 17-72	Filed Consent Pre-Trial Order. Ryan J.
Oct5-72	Filed pltffs trial brief.
Oct13-72	Filed defts trial brief.
Dec. 13-73	Filed consent & order substituting atty. for deft. Art Talmadge--Griesa, J.
Mar. 18-74	Filed pltffs' trial brief.
Apr 24-74	Filed transcript of record of proceedings, dated April 2, 1974.
May 29-74	Filed transcript of record of proceedings, dated July 10, 1974.
Sep 25-74	Filed Memorandum Decision#41215....Pre-Trial conference held today....No further discovery of Fox on the first & Second & third audits is required.... It is agreed that Mr. Manley will rely on pltffs for copies of the licenses and will not make further attempts to obtain them from Fox.....It is agreed that prior to seeking any further discovery on this subject from Fox, defts' attys will make the examination of defts' records in connection with pltffs' statement of facts.....After such examination is completed, it will be possible then to determine whther or not in fact any further record are needed from Fox. .....Griesa, J. m/n
1975	Filed transcript of record of proceedings, dated May 6, 1975
Apr 6-75	Non-Jury trial begun & Continued
May 25-75	Trial Cont'd & Concluded. Total Trial days 2. Motion to dismiss Defs Art Talmadge - Granted. Motion to dismiss Defs Maturned Records, Mutual Music, & Franklyn Records is granted. Rec. Rec. Co & Musicor Record Corp.

Con't on Page #2

B

DATE	PROCEEDINGS
July 3-75	Filed Opinion #42725 & Order with Court's findings of fact & Conclusions of law. Pltffs are music publishing companies, & own copyrights to certain songs. Deft Musicor obtained liscenses to produce & sell recordings of these songs. Deft Talmadge Productions is the successor in interest to Musicor. It is stipulated that Talmadge is liable in this case to the extent that Musicar is liable. For reasons indicated, pltffs are entitled to judgment against defts with a summary of the amounts with interest at the rate of 6% as listed. Taxable costs are also awarded. The parties are to settle a judgment with costs to be taxed by the Clerk..... GRIESA,J m/n
Jul 10-75	Filed transcript of record of proceedings, dated April 7,8, May 28, 1975
8-1-75	Filed Memo-End. on motion of 8-1-75 for leave to reargue. Motion denied. See memorandum of this date.....So Ordered, GRIESA,J m/
8-1-75	Filed Memo-End. on motion for stay pending appeal. Motion for stay of execution granted, on condition that a supercedeas bond is given under FRCP 62(d) no later than 10 days after entry of judgment. If the bond is not given as required, there will be no stay of execution.....So Ordered, GRIESA,J m/n
8-1-75	Filed Memorandum #42899 & Order. Defts have moved for reargument with respect to a portion of the opinion of 7-3-75. For the reasons indicated, the motion for reargument is denied..... So Ordered, GRIESA,J m/n
8-1-75	Filed Order that motion of defts Malverne Record Distr., Mutual Distr. & Mainline ~~Distr~~ Records is granted.....GRIESA,J m/n
8-1-75	Filed Judgment #75,657 & Order that pltffs January Music, Arch Music, & Sealark Enterprises recover of defts Musicor Records & Talmadge Prod. jointly & severally the amount indicated, from (a) thru (h), a total am't of $77,632.38 with costs to be taxed. The complt is hereby dismissed as to defts Art Talmadge, Malverne Record Distr., Mutual Distr. & Main Line Records..... GRIESA,J - JUDGMENT ENT. 8-5-75, Clerk m/n
8-11-75	Filed notice of motion by deft (Musicor) for an order fixing the am't of defts supersedeas bond in a sum not to exceed $5,000. Ret. 8-18-75.
8-11-75	Filed memo-end on motion of 8-11-75. Motion granted to extent stated in the minutes this date.....So Ordered, GRIESA,J m/n
8-12-75	Filed Order that a supersedeas bond in the am't of $5,000 is to be posted by defts no later than noon of 8-13-75. The judgment is to be further secured by a first lien in favor of pltffs on all master recordings owned by either deft & by noon 8-13-75 defts shall give pltffs a chattel mortgage, etc., giving pltffs a lien on the right title & interest to said master recordings, etc, to remain in effect until the judgment is paid or vacated. Pending disposition of the appeal, neither deft may file any voluntary proceeding under the bankruptcy laws. Condition of the stay of execution under this order that defts are to file their appeal by 9-30-75, with failure to comply with this deadline will result in an automatic vacating the stay. Neither deft may transfer any assets pending disposition of appeal, except payments in the normal course of business, as indicated. Pending disposition of the appeal, any rights which pltffs have

Con't on Page #3

DATE	PROCEEDINGS
	to attack any previous transfers of property by either deft are preserved & are not prejudiced in any way by lapse of time necessary for the appeal.....STEWART,J m/n
8-13-75	(Correction made by J. Stewart, that a certifed check in the am't of $5,000 may be posted. Order re-microfilmed)
8-13-75	Rec'vd certified check #16639 fo $5,000 drawn on Chemical Bank. Deposited in acc't #1, Clerk - Endorsed on above order.
8-13-75	Filed defts (Musicor Record & Talmadge Productions) notice of appeal to the USCA from the order of 8-1-75. Co y mailed to: Arnold Rick, Esq., Polygram, Inc., 450 Park Ave, New York, N.Y.
8-15-75	Filed pltffs cross-notice of appeal to the USCA from that part of a Judgment & Order of 8-1-75 which dismissed the complt & which failed to award greater damages to the pltffs. Copy sent to: Saxe, Bacon & Bolan - 39 E. 68th St. - New York, N.Y. 10021
2-4-74	Filed pltffs proposed statement of agreed facts *
3-11-74	Filed defts answers to pltff proposed statement of agreed facts. *
7-23-74	Field affidavit of S. Manley *
8-15-74	Filed pltffs proposed statement of agreed facts.*
9-23-74	Filed deposition of the Harry Fox Co*
1-2-75	Filed affidavit of opposition of A. Rich.*
1-20-75	Filed affidavit of Roy Cohn.*
1-20-75	Filed defts trial brief.
3-11-75	Filed additional affidvait in opposition.*
3-21-75	Field reply affidavit to pltffs additional affidavit in opposition. *
7-30-75	Affidavit of A. Rich inn opposition to motion for staty pending appeal*
7-30-75	Filed affidavit in opposition to A. Rich.*
7-30-75	Filed affidavit of R. Cohn * (entered on 9-5-75.)
9-12-69	Filed affidavit of David J. Barrett in opposition to pltffs. motion.
9-12-69	Filed Special Master Jacob's report that documents be made available to independent accountant, etc.
8-6-75	Filed transcript of proceedings dated 6-5-75.
8-6-75	Filed transcript of proceedings dated 6-6-75.
8-6-75	Filed transcript of proceedings dated 6-16-75.
8-6-75	Filed transcript of proceedings dated 6-25-75.

United States District Court

FOR THE

SOUTHERN DISTRICT OF NEW YORK

68 CIVIL ACTION FILE NO. 4136

JANUARY MUSIC CORPORATION, ARCH MUSIC CO., INC., and SEALARK ENTERPRISES, INC.,

Plaintiff

v.

MUSICOR RECORD CORPORATION and ARTHUR TALMADGE; MALVERNE RECORDS, INC., MUTUAL DISTRIBUTORS, INC. and RAINLINE RECORDS, INC.,

Defendant s

To the above named Defendant s:

You are hereby summoned and required to serve upon HOFER & BOORSTYN, ESQS.

plaintiff's attorney s, whose address is 221 West 57th Street New York, N.Y. 10019

an answer to the complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgement by default will be taken against you for the relief demanded in the complaint.

JOHN J. OLFAR, JR.
Clerk of Court.

U. Kruger
Deputy Clerk.

Date: OCTOBER 18, 1968

[Seal of Court]

SEA-LARK ENTERPRISES, INC.,

Plaintiffs

-against-

MUSICOR RECORD CORPORATION, ART TALMADGE, MALVERNE RECORD DISTRIBUTORS, INC., MUTUAL DISTRIBUTORS, INC. and MAIN LINE RECORDS, INC.,

Defendants

6a

COMPLAINT

Plaintiffs, by their attorneys HOFER & BOORSTYN, for their cause of action respectfully allege:

1. The action arises under the Act of March 4,1909, c. 320, 35 Stat. 1075 et seq., Title 17, U.S.C., and the amendments thereto, as codified and enacted into positive law by the Act of July 30, 1947, c. 391, 61 Stat. 652, and the amendments thereto, and the Act of June 25, 1948, c. 646, 62 Stat. 931, Title 28, U.S.C., Sec. 1338, as hereinafter more fully appears.

2. JANUARY MUSIC CORPORATION, ARCH MUSIC CO., INC. and SEA-LARK ENTERPRISES, INC. are corporations incorporated under the laws of the State of New York.

3. Upon information and belief, Defendant MUSICOR RECORD CORPORATION is a corporation incorporated under the laws of the State of New York; Defendant MALVERNE RECORD DISTRIBUTORS,INC. is a corporation incorporated under the laws of the State of New York; that Defendant MUTUAL DISTRIBUTORS,INC., is a corporation incorporated under the laws of the State of Massachusetts; that Defendant MAIN LINE RECORDS, INC. is a corporation incorporated under the laws of the State of Ohio.

4. Upon information and belief, Defendant ARTHUR TALMADGE is the President and sole stockholder of Defendant MUSICOR RECORD CORPORATION.

5. Upon information and belief, prior to May 10, 1961, Gene Pitney, who then was and ever since has been a citizen of the United States, created and wrote an original musical composition entitled "A CHANCE TO BELONG".

6. The musical composition contains a large amount of material wholly original with said Gene Pitney and is copyrightable subject matter under the laws of the United States.

7. Prior to May 10, 1961, said Gene Pitney duly assigned to JANUARY MUSIC CORP. all of his rights, title and interest in said musical composition and the right to secure copyright therefor in its name.

8. On or about May 10, 1961, Plaintiff JANUARY MUSIC CORPORATION duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and received from the Register of Copyrights a certificate of registration, dated May 10, 1961, identified as follows: "Class Eu 670300".

9. Since May 10, 1961, Plaintiff JANUARY MUSIC CORPORATION has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

10. On or about December 21, 1964, Plaintiff JANUARY MUSIC CORPORATION and Defendant MUSICOR RECORD

CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical compositions upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff JANUARY MUSIC CORPORATION filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

11. Upon information and belief, subsequent thereto, Defendant MUSICOR RECORD CORPORATION failed to account and pay royalties to Plaintiff as provided for therein, in the following respects:

(a) Defendant failed to account for all records manufactured, which embodied said composition;

(b) Defendant failed to account and pay royalties on the basis of records manufactured by it embodying said composition;

(c) Defendant failed to pay royalties at the rate agreed upon;

(d) Defendant failed to account or pay royalties upon large numbers of records sold, under the guise of maintaining a "reserve" against returns of phonograph records;

(e) Defendant excluded from its computations of royalties due Plaintiff certain sums for records allegedly given away "free" but which in fact were sold

by Defendant;

(f) Defendant excluded certain sums on the ground that it was entitled to maintain a reserve against returns for some record or records on which another of Plaintiff's compositions were embodied without the authority and consent of Plaintiff;

(g) In other respects, concerning which Plaintiff does not have exact knowledge, Defendant has failed to properly account to Plaintiff under said agreement.

12. That on or about August 9, 1965, Plaintiff cancelled and terminated said agreement with MUSICOR RECORD CORPORATION for the reasons described above, and notwithstanding said cancellation and termination, MUSICOR RECORD CORPORATION has continued to manufacture and sell phonograph records embodying said composition without Plaintiff's authorization, permission or consent.

13. That Plaintiff has demanded that Defendant MUSICOR RECORD CORPORATION forward to it the royalties properly due and owing to it on the musical work involved herein. More than thirty (30) days have since elapsed and Defendant MUSICOR RECORD CORPORATION has wholly refused, and to date still refuses to make payment as demanded.

14. Plaintiff has heretofore notified Defendant MUSICOR RECORD CORPORATION that it has infringed the copyright of said Plaintiff's musical composition involved herein, and said Defendant has continued to infringe said copyright by vending, using and selling phonograph records

reproducing the said musical work, and causing others to do so, all to said Plaintiff's irreparable harm.

15. Upon information and belief, Defendant ARTHUR TALMADGE actaully participated with, was concerned with and caused Defendant MUSICOR RECORD CORPORATION to do all of the acts complained of herein by Plaintiff.

16. By reason of the foregoing, Defendants herein have wrongfully interfered with, and continue to interfere with the lawful business property and business reputation of Plaintiff, and have thereby engaged in unfair trade practices and unfair competition against said Plaintiff to Plaintiff's irreparable harm.

17. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing mechanical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 2

18. Plaintiff JANUARY MUSIC CORPORATION hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

19. Upon information and belief, prior to October 25, 1963, Jimmy Radcliffe and Joey Brooks who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "A GIRL WANTS TO BELIEVE".

DK1

20. The musical composition contains a large amount of material wholly original with said Jimmy Radcliffe and Joey Brooks and is copyrightable subject matter under the laws of the United States.

DK1

21. Prior to October 25, 1963 said Jimmy Radcliffe and Joey Brooks duly assigned to JANUARY MUSIC CORPORATION all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

DK1

22. On or about May 10, 1961, Plaintiff JANUARY MUSIC CORPORATION duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

DK1

received from the Register of Copyrights a certificate of registration, dated October 25, 1963, identified as follows: "Class Eu 796076". 12a

23. Since October 25, 1963, Plaintiff JANUARY MUSIC CORPORATION has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

24. On or about December 22, 1964, Plaintiff JANUARY MUSIC CORPORATION and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1 (e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

25. Plaintiff hereby repeats and realleges with respect to Count 2 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

26. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

27. Plaintiff JANUARY MUSIC CORPORATION hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

28. Upon information and belief, prior to October 28, 1960, Aaron Schroeder and Gene Pitney who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "A GREATER LOVE".

29. The musical composition contains a large amount of material wholly original with said Aaron Schroeder and Gene Pitney and is copyrightable subject matter under the laws of the United States.

30. Prior to October 28, 1960 said Aaron Schroeder and Gene Pitney duly assigned to JANUARY MUSIC CORPORATION all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

31. On or about May 10, 1961, Plaintiff JANUARY MUSIC CORPORATION duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

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received from the Register of Copyrights a certificate of registration, dated October 28, 1960, identified as follows: "Class Eu 645458".

32. Since October 28, 1960, Plaintiff JANUARY MUSIC CORP. has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

33. On or about December 21, 1964, Plaintiff JANUARY MUSIC CORPORATION and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

34. Plaintiff hereby repeats and realleges with respect to Count 3 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

35. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 4

36. Plaintiff JANUARY MUSIC CORPORATION hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

37. Upon information and belief, prior to January 7, 1963, Gene Pitney who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "ALADDIN'S LAMP".

38. The musical composition contains a large amount of material wholly original with said Gene Pitney and is copyrightable subject matter under the laws of the United States.

39. Prior to January 7, 1963 said Gene Pitney duly assigned to JANUARY MUSIC CORPORATION all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

40. On or about May 10, 1961, Plaintiff JANUARY MUSIC CORPORATION duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated January 7, 1963 , identified as follows: "Class Eu 752382".

41. Since January 7, 1963, Plaintiff JANUARY MUSIC CORPORATION has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

42. On or about December 21,1964 , Plaintiff JANUARY MUSIC CORPORATION and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

43. Plaintiff hereby repeats and realleges with respect to Count 4 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

44. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 5

45. Plaintiff ARCH MUSIC CO., INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

46. Upon information and belief, prior to August 24, 1962, Buddy Kaye and Phil Springer who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "AN AWFUL LOT OF CRYIN'"

47. The musical composition contains a large amount of material wholly original with said Buddy Kaye and Phil Springer and is copyrightable subject matter under the laws of the United States.

48. Prior to August 24, 1962 said Buddy Kaye and Phil Springer duly assigned to ARCH MUSIC CO., INC. all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

49. On or about May 10, 1961, Plaintiff ARCH MUSIC CO., INC. duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated August 24, 1962 , identified as follows: "Class Eu 734283".

50. Since August 24, 1962 Plaintiff ARCH MUSIC CO., INC. has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

51. On or about December 22, 1964, Plaintiff ARCH MUSIC CO., INC. and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

52. Plaintiff hereby repeats and realleges with respect to Count 5 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

53. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

54. Plaintiff SEA-LARK ENTERPRISES, INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

55. Upon information and belief, prior to October 11, 1963, Charles B. Tranum who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "BA?OOKI".

56. The musical composition contains a large amount of material wholly original with said Charles B. Tranum and is copyrightable subject matter under the laws of the United States.

57. Prior to October 11, 1963 said Charles B. Tranum duly assigned to SEA-LARK ENTERPRISES, INC. all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

58. On or about May 10, 1961, Plaintiff SEA-LARK ENTERPRISES, INC. duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

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registration, dated October 11, 1963 , identified as follows: "Class Eu 793961". 20a

59. Since October 11, 1963, Plaintiff SEA-LARK ENTERPRISES, INC. has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

60. On or about December 22, 1964 Plaintiff SEA-LARK ENTERPRISES, INC. and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

61. Plaintiff hereby repeats and realleges with respect to Count 6 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

62. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

63. Plaintiff SEA-LARK ENTERPRISES, INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

64. Upon information and belief, prior to February 27, 1961, Ernest Tucker who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "BETTY AND BOBBY".

65. The musical composition contains a large amount of material wholly original with said Ernest Tucker and is copyrightable subject matter under the laws of the United States.

66. Prior to February 27, 1961 said Ernest Tucker duly assigned to SEA-LARK ENTERPRISES, INC. all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

67. On or about May 10, 1961, Plaintiff SEA-LARK ENTERPRISES, INC. duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

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received from the Register of Copyrights a certificate of registration, dated February 27, 1961 , identified as follows: "Class Eu 659734".

68. Since February 27, 1961, Plaintiff SEA-LARK ENTERPRISES, INC. has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

69. On or about December 22,1964 , Plaintiff SEA-LARK ENTERPRISES, INC. and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

70. Plaintiff hereby repeats and realleges with respect to Count 7 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

71. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

72. Plaintiff SEA-LARK ENTERPRISES, INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

73. Upon information and belief, prior to September 23, 1963, Chip Taylor who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "BLUE GENE".

74. The musical composition contains a large amount of material wholly original with said Chip Taylor and is copyrightable subject matter under the laws of the United States.

75. Prior to September 23, 1963 said Chip Taylor duly assigned to SEA-LARK ENTERPRISES, Inc. all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

76. On or about May 10, 1961, Plaintiff SEA-LARK ENTERPRISES, INC. duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated **September 23, 1963** , identified as follows: **"Class Eu 791470".**

25a

77. Since **September 23,1963,** Plaintiff **SEA-LARK ENTERPRISES,INC.** has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

78. On or about **December 21, 1964,** Plaintiff **SEA-LARK ENTERPRISES, INC.** and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

79. Plaintiff hereby repeats and realleges with respect to Count 8 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

80. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 9

26a

81. Plaintiff JANUARY MUSIC CORPORATION hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

82. Upon information and belief, prior to April 20, 1961, Gene Pitney who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "BLUE RIBBON FOR LOVE".

83. The musical composition contains a large amount of material wholly original with said Gene Pitney and is copyrightable subject matter under the laws of the United States.

84. Prior to April 20, 1961 said Gene Pitney duly assigned to JANUARY MUSIC CORPORATION all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

85. On or about May 10, 1961, Plaintiff JANUARY MUSIC CORPORATION duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated April 20, 1961, identified as follows: "Class Eu 667526".

86. Since April 20, 1961, Plaintiff JANUARY MUSIC CORPORATION has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

87. On or about December 22, 1964, Plaintiff JANUARY MUSIC CORPORATION and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

88. Plaintiff hereby repeats and realleges with respect to Count 9 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

89. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

90. Plaintiff ARCH MUSIC CO., INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

91. Upon information and belief, prior to July 3, 1963, Atra Baer and Martin Kalmanoff who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "BRANDY IS MY TRUE LOVE's NAME".

92. The musical composition contains a large amount of material wholly original with said Atra Baer and Martin Kalmanoff and is copyrightable subject matter under the laws of the United States.

93. Prior to July 3, 1963 said Atra Baer and Martin Kalmanoff duly assigned to ARCH MUSIC, CO., INC. all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

94. On or about May 10, 1961, Plaintiff ARCH MUSIC CO., INC. duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated July 23, 1963 , identified as follows: "Class Eu 781-47".

95. Since July 3, 1963, Plaintiff ARCH MUSIC CO., INC. has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

96. On or about December 22,1964,, Plaintiff ARCH MUSIC CO., INC. and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

97. Plaintiff hereby repeats and realleges with respect to Count 10 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

98. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 11

99. Plaintiff JANUARY MUSIC CORPORATION hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

100. Upon information and belief, prior to March 1, 1965, Frederick McCoy, Frank Brown & Martin Rivera who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "B.V.D."

101. The musical composition contains a large amount of material wholly original with said Frederick McCoy, Frank Brown & Martin Rivera and is copyrightable subject matter under the laws of the United States.

102. Prior to March 1, 1965 said Frederick McCoy, Frank Brown & Martin Rivera duly assigned to JANUARY MUSIC CORPORATION all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

103. On or about May 10, 1961, Plaintiff JANUARY MUSIC CORPORATION duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated March 1, 1965 , identified as follows: "Class Eu 870569".

104. Since March 1, 1965 Plaintiff JANUARY MUSIC CORPORATION has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

105. On or about December 22, 1964 Plaintiff JANUARY MUSIC CORPORATION and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

106. Plaintiff hereby repeats and realleges with respect to Count 11 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

107. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 12

108. Plaintiff ARCH MUSIC CO., INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

109. Upon information and belief, prior to July 3, 1963, Aaron Schroeder, Wally Gold & David Hess who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "CARRIE".

110. The musical composition contains a large amount of material wholly original with said Aaron Schroeder, Wally Gold & David Hess and is copyrightable subject matter under the laws of the United States.

111. Prior to July 3, 1963 said Aaron Schroeder, Wally Gold & David Hess duly assigned to ARCH MUSIC CO., INC. all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

112. On or about May 10, 1961, Plaintiff ARCH MUSIC CO., INC. duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated July 3, 1963, identified as follows: "Class Eu 781445". 33a

113. Since July 3, 1963, Plaintiff ARCH MUSIC CO., INC. has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

114. On or about December 22, 1964, Plaintiff ARCH MUSIC CO., INC. and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

115. Plaintiff hereby repeats and realleges with respect to Count 12 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

116. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 13

34a

117. Plaintiff SEA-LARK ENTERPRISES, INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

118. Upon information and belief, prior to April 4, 1963, William Simmons

who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "COME ON, BABY".

119. The musical composition contains a large amount of material wholly original with said William Simmons and is copyrightable subject matter under the laws of the United States.

120. Prior to April 4, 1963 said William Simmons duly assigned to SEA-LARK ENTERPRISES, INC. all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

121. On or about May 10, 1961, Plaintiff SEA-LARK ENTERPRISES, INC. duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated April 4, 1963 , identified as follows: "Class Eu 764960".

122. Since April 4, 1963, Plaintiff SEA-LARK ENTERPRISES, INC. has been and still is the sole proprietor of all rights, title and interest in and to said co[illegible] said musical composition.

123. On or about December 22,1964 , Plaintiff SEA-LARK ENTERPRISES, INC. and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

124. Plaintiff hereby repeats and realleges with respect to Count 13 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

125. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 14

126. Plaintiff ARCH MUSIC CO., INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

127. Upon information and belief, prior to January 7, 1963, Mack David and Sherman Edwards who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "CORNFLOWER BLUE".

128. The musical composition contains a large amount of material wholly original with said Mack David and Sherman Edwards and is copyrightable subject matter under the laws of the United States.

129. Prior to January 7, 1963 said Mack David and Sherman Edwards duly assigned to ARCH MUSIC CO., INC. all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

130. On or about May 10, 1961, Plaintiff ARCH MUSIC CO., INC. duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated January 7, 1963 , identified as follows: "Class Eu752329".

131. Since January 7, 1963, Plaintiff ARCH MUSIC CO., INC. has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

132. On or about December 22,1964 , Plaintiff ARCH MUSIC CO., INC. and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

133. Plaintiff hereby repeats and realleges with respect to Count 14 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

134. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 15

38a

135. Plaintiff JANUARY MUSIC CORPORATION hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

136. Upon information and belief, prior to October 25, 1963, Jimmy Radcliffe and Joey Brooks who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "CRY, CRY, CRY".

137. The musical composition contains a large amount of material wholly original with said Jimmy Radcliffe and Joey Brooks and is copyrightable subject matter under the laws of the United States.

138. Prior to October 25, 1963 said Jimmy Radcliffe and Joey Brooks duly assigned to JANUARY MUSIC CORPORATION all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

139. On or about May 10, 1961, Plaintiff JANUARY MUSIC CORPORATION duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated October 25, 1963 , identified as follows: "Class Eu 796975".

140. Since October 25, 1963 Plaintiff JANUARY MUSIC CORPORATION has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

141. On or about December 22, 1964, Plaintiff JANUARY MUSIC CORPORATION and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

142. Plaintiff hereby repeats and realleges with respect to Count 15 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

143. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 16

144. Plaintiff JANUARY MUSIC CORPORATION hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

145. Upon information and belief, prior to February 28, 1962, John Gluck, Jr. and Ben Raleigh who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "CRY YOUR EYES OUT".

146. The musical composition contains a large amount of material wholly original with said John Gluck, Jr. and Ben Raleigh. and is copyrightable subject matter under the laws of the United States.

147. Prior to February 28, 1962 said John Gluck, Jr. and Ben Raleigh duly assigned to January Music Corporation all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

148. On or about May 10, 1961, Plaintiff JANUARY MUSIC CORPORATION duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated February 28, 1962 , identified as follows: "Class Eu 714631".

149. Since February 28, 1962, Plaintiff JANUARY MUSIC CORPORATION has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

150. On or about December 21, 1964 Plaintiff JANUARY MUSIC CORPORATION and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts or instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

151. Plaintiff hereby repeats and realleges with respect to Count 16 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

152. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 17

153. Plaintiff SEA-LARK ENTERPRISES, INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

154. Upon information and belief, prior to April 20, 1961, Gene Pitney

he then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "CRYIN' WINDS".

155. The musical composition contains a large amount of material wholly original with said Gene Pitney and is copyrightable subject matter under the laws of the United States.

156. Prior to April 20, 1961 said Gene Pitney duly assigned to SEA-LARK ENTERPRISES, INC. all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

157. On or about May 10, 1961, Plaintiff SEA-LARK ENTERPRISES, INC. duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated **April 20, 1961** , identified as follows: **"Class Eu 667460".**

158. Since **April 20, 1961** Plaintiff **SEA-LARK ENTERPRISES, INC.** has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

159. On or about **December 22, 1964** , Plaintiff **SEA-LARK ENTERPRISES, INC.** and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

160. Plaintiff hereby repeats and realleges with respect to **Count 17** each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

161. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 18

162. Plaintiff SEA-LARK ENTERPRISES, INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

163. Upon information and belief, prior to July 3, 1963, Mel Mandel and Norman Sachs who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "DARLIN' COREY, AIN't YA COMIN' DOWNTOWN?"

164. The musical composition contains a large amount of material wholly original with said Mel Mandel and Norman Sachs and is copyrightable subject matter under the laws of the United States.

165. Prior to July 3, 1963 said Mel Mandel and Norman Sachs duly assigned to SEA-LARK ENTERPRISES, INC. all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

166. On or about May 10, 1961, Plaintiff SEA-LARK ENTERPRISES, INC. duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

171. Plaintiff ARCH MUSIC CO., INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

172. Upon information and belief, prior to September 10, 1962, Hal David and Paul Hampton who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "DONNA MEANS HEARTBREAK".

173. The musical composition contains a large amount of material wholly original with said Hal David and Paul Hampton and is copyrightable subject matter under the laws of the United States.

174. Prior to September 10, 1962 said Hal David and Paul Hampton duly assigned to ARCH MUSIC CO., INC. all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

175. On or about May 10, 1961, Plaintiff ARCH MUSIC CO., INC. duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated April 20, 1961 , identified as follows: "Class Eu 667460".

158. Since April 20, 1961 Plaintiff SEA-LARK ENTERPRISES,INC. has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

159. On or about December 22, 1964 Plaintiff SEA-LARK ENTERPRISES,INC. and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

160. Plaintiff hereby repeats and realleges with respect to Count 17 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

161. A copy of said Plaintiff's musical composition is attached hereto as Exhibit "17". . It is not feasible to annex copies of the infringing mechanical reproduction because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

received from the Register of Copyrights a certificate of registration, dated July 3, 1963 , identified as follows: "Class Eu 781527".

167. Since July 3, 1963, Plaintiff SEA-LARK ENTERPRISES,INC. has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

168. On or about December 22, 1964, Plaintiff SEA-LARK ENTERPRISES, INC. and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

169. Plaintiff hereby repeats and realleges with respect to Count 18 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

170. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

received from the Register of Copyrights a certificate of registration, dated July 3, 1963 , identified as follows: "Class Eu 781527". 48a

167. Since July 3, 1963 Plaintiff SEA-LARK ENTERPRISES, INC. has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

168. On or about December 22, 1964 Plaintiff SEA-LARK ENTERPRISES, INC. and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

169. Plaintiff hereby repeats and realleges with respect to Count 18 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

170. A copy of said Plaintiff's musical composition is attached hereto as Exhibit "18" . It is not feasible to annex copies of the infringing mechanical reproduction because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

received from the Register of Copyrights a certificate of registration, dated **September 10, 1962** , identified as follows: **"Class Eu 736361".**

176. Since **September 10,1962,** Plaintiff **ARCH MUSIC CO., INC.** has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

177. On or about **December 21, 1964** , Plaintiff **ARCH MUSIC CO., INC.** and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

178. Plaintiff hereby repeats and realleges with respect to **Count 19** each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

179. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 20

180. Plaintiff JANUARY MUSIC CORPORATION hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

181. Upon information and belief, prior to January 7, 1963, Neval Nader, and John Gluck, Jr. who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "DON'T LET THE NEIGHBORS KNOW"

182. The musical composition contains a large amount of material wholly original with said Neval Nader and John Gluck, Jr. and is copyrightable subject matter under the laws of the United States.

183. Prior to January 7, 1963 said Neval Nader and John Gluck, Jr. duly assigned to JANUARY MUSIC CORPORATION all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

184. On or about May 10, 1961, Plaintiff JANUARY MUSIC CORPORATION duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as a published work, and

received from the Register of Copyrights a certificate of registration, dated January 7, 1963 , identified as follows: "Class Eu 752386".

185. Since January 7, 1963, Plaintiff JANUARY MUSIC CORPORATION has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

186. On or about December 21, 1964 , Plaintiff JANUARY MUSIC CORPORATION and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

187. Plaintiff hereby repeats and realleges with respect to Count 20 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

188. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

189. Plaintiff JANUARY MUSIC CORPORATION hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

190. Upon information and belief, prior to January 24, 1962, JIMMY RADCLIFFE and PHIL STERN who then was/were and ever since has/have been a citizen(s) the United States, created and wrote an original musical composition entitled "DON'T LOOK MY WAY".

191. The musical composition contains a large amount of material wholly original with said Jimmy Radcliffe and Phil Stern and is copyrightable subject matter under the laws of the United States.

192. Prior to January 24, 1962 said Jimmy Radcliffe and Phil Stern duly assigned to JANUARY MUSIC CORPORATION all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

193. On or about May 10, 1961, Plaintiff JANUARY MUSIC CORPORATION duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated January 24, 1962 , identified as follows: "Class Eu 703065".

194. Since January 24, 1962 Plaintiff JANUAPY MUSIC CORPORATION has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

195. On or about December 22, 1964, Plaintiff JANUARY MUSIC CORPORATION and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

196. Plaintiff hereby repeats and realleges with respect to Count 21 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

197. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 22

198. Plaintiff JANUARY MUSIC CORPORATION hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

199. Upon information and belief, prior to April 4, 1961, Laraine Darby and Joy Darby who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "DON'T LET IT END".

200. The musical composition contains a large amount of material wholly original with said Laraine Darby and Joy Darby and is copyrightable subject matter under the laws of the United States.

201. Prior to April 4, 1961 said Laraine Darby and Joy Darby duly assigned to JANUARY MUSIC CORPORATION all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

202. On or about May 10, 1961, Plaintiff JANUARY MUSIC CORPORATION duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated April 4, 1961, identified as follows: "Class Eu 665015".

203. Since April 4, 1961 Plaintiff JANUARY MUSIC CORPORATION has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

204. On or about December 22, 1964, Plaintiff JANUARY MUSIC CORPOPATION and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

205. Plaintiff hereby repeats and realleges with respect to Count 22 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

206. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 23

207. Plaintiff SEA-LARK ENTERPRISES, INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

208. Upon information and belief, prior to December 1, 1964, Al Kooper, Bob Brass & Irwin Levine who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "DON'T TAKE CANDY FROM A STRANGER".

209. The musical composition contains a large amount of material wholly original with said Al kooper, Bob Brass & Irwin Levine and is copyrightable subject matter under the laws of the United States.

210. Prior to December 1, 1964 said Al Kooper, Bob Brass & Irwin Levine duly assigned to SEA-LARK ENTERPRISES, INC. all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

211. On or about May 10, 1961, Plaintiff SEA-LARK ENTERPRISES, INC. duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated December 1, 1964 , identified as follows: "Class Eu 856133".

212. Since December 1, 1964, Plaintiff SEA-LARK ENTERPRISES, INC. has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

213. On or about June 2, 1965 , Plaintiff SEA-LARK ENTERPRISES, INC. and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

214. Plaintiff hereby repeats and realleges with respect to Count 23 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

215. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 24

216. Plaintiff JANUARY MUSIC CORPORATION hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

217. Upon information and belief, prior to March 1, 1965, Frederick McCoy and Frank Brown who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "DOWNBEAT".

218. The musical composition contains a large amount of material wholly original with said Frederick McCoy and Frank Brown and is copyrightable subject matter under the laws of the United States.

219. Prior to March 1, 1965 said Frederick McCoy and Frank Brown duly assigned to JANUARY MUSIC CORPORATION all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

220. On or about May 10, 1961, Plaintiff JANUARY MUSIC CORPORATION duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated March 1, 1965 , identified as follows: "Class Eu 870568".

221. Since March 1, 1965 Plaintiff JANUARY MUSIC CORPORATION has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

222. On or about December 22,1964 , Plaintiff JANUARY MUSIC CORPORATION and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

223. Plaintiff hereby repeats and realleges with respect to Count 24 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

224. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 25

225. Plaintiff SEA-LARK ENTERPRISES, INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

226. Upon information and belief, prior to August 10, 1961, Stephen Schlaks and Bob Glazer who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "DREAM A GIRL".

227. The musical composition contains a large amount of material wholly original with said Stephen Schlaks and Bob Glazer and is copyrightable subject matter under the laws of the United States.

228. Prior to August 10, 1961 said Stephen Schlaks and Bob Glazer duly assigned to SEA-LARK ENTERPRISES, INC. all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

229. On or about May 10, 1961, Plaintiff SEA-LARK ENTERPRISES, INC. duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated **August 10, 1961**, identified as follows: **"Class Eu 682567".**

230. Since **August 10, 1961**, Plaintiff **SEA-LARK ENTERPRISES, INC.** has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

231. On or about **December 22,1964**, Plaintiff **SEA-LARK ENTERPRISES, INC.** and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

232. Plaintiff hereby repeats and realleges with respect to **Count 25** each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

233. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 26

234. Plaintiff JANUARY MUSIC CORPORATION hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

235. Upon information and belief, prior to July 5, 1961, Philip Spector and Terry Phillips who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "DREAM FOR SALE".

236. The musical composition contains a large amount of material wholly original with said Philip Spector and Terry Phillips and is copyrightable subject matter under the laws of the United States.

236a. Prior to July 5, 1961 said Philip Spector and Terry Phillips duly assigned to JANUARY MUSIC CORPORATION all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

237. On or about May 10, 1961, Plaintiff JANUARY MUSIC CORPORATION duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as a published work, and

received from the Register of Copyrights a certificate of registration, dated July 5, 1961 , identified as follows: "Class Eu 677602".

238. Since July 5, 1961 Plaintiff JANUARY MUSIC CORPORATION has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

239. On or about December 21,1964 , Plaintiff JANUARY MUSIC CORPORATION and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

240. Plaintiff hereby repeats and realleges with respect to Count 26 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

241. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 27

242. Plaintiff ARCH MUSIC CO., INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

243. Upon information and belief, prior to December 20, 1962, Fred Tobias and Leon Carr who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "EVEN KNOWING WHAT I KNOW"

244. The musical composition contains a large amount of material wholly original with said Fred Tobias and Leon Carr and is copyrightable subject matter under the laws of the United States.

245. Prior to December 20, 1962 said Fred Tobias and Leon Carr duly assigned to ARCH MUSIC CO., INC. all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

246. On or about May 10, 1961, Plaintiff ARCH MUSIC CO., INC. duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as a published work, and

received from the Register of Copyrights a certificate of registration, dated December 20, 1962 , identified as follows: "Class Eu 750812".

247. Since December 20,1962, Plaintiff ARCH MUSIC CO., INC. has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

248. On or about December 22,1964 , Plaintiff ARCH MUSIC CO., INC. and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

249. Plaintiff hereby repeats and realleges with respect to Count 27 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

250. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 28

251. Plaintiff JANUARY MUSIC CORPORATION hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

252. Upon information and belief, prior to August 10, 1962, Paul A. Bertuccini who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "FAIRY TALES."

253. The musical composition contains a large amount of material wholly original with said Paul A. Bertuccini and is copyrightable subject matter under the laws of the United States.

254. Prior to August 10, 1962 said Paul A. Bertuccini duly assigned to JANUARY MUSIC CORPORATION all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

255. On or about May 10, 1961, Plaintiff JANUARY MUSIC CORPORATION duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as a published work, and

received from the Register of Copyrights a certificate of registration, dated August 10, 1962 , identified as follows: "Class Eu 731593".

256. Since August 10, 1962, Plaintiff JANUARY MUSIC CORPORATION has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

257. On or about December 22,1964 , Plaintiff JANUARY MUSIC CORPORATION and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

258. Plaintiff hereby repeats and realleges with respect to Count 23 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

259. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 29

260. Plaintiff JANUARY MUSIC CORPORATION hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

261. Upon information and belief, prior to March 26, 1962, Mickey Gentile and Jim Petrocelli who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "FIRST SUMMER OF OUR LOVE"

262. The musical composition contains a large amount of material wholly original with said Mickey Gentile and Jim Petrocelli and is copyrightable subject matter under the laws of the United States.

263. Prior to March 26, 1962 said Mickey Gentile and Jim Petrocelli duly assigned to JANUARY MUSIC CORPORATION all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

264. On or about May 10, 1961, Plaintiff JANUARY MUSIC CORPORATION duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration dated March 26, 1962, identified as follows: "Class Eu 714632".

265. Since March 26, 1962 Plaintiff JANUARY MUSIC CORPORATION has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

266. On or about December 22,1964, Plaintiff JANUARY MUSIC CORPORATION and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

267. Plaintiff hereby repeats and realleges with respect to Count 29 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

268. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 30

269. Plaintiff ARCH MUSIC CO., INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

270. Upon information and belief, prior to December 29, 1960, Ted Simons, Sam Turk & Joe Breeze who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "FUNNY BONE".

271. The musical composition contains a large amount of material wholly original with said Ted Simons, Sam Turk and Joe Breeze and is copyrightable subject matter under the laws of the United States.

272. Prior to December 29, 1960 said Ted Simons, Sam Turk and Joe Breeze duly assigned to ARCH MUSIC CO., INC. all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

273. On or about May 10, 1961, Plaintiff ARCH MUSIC CO., INC. duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as a published work, and

received from the Register of Copyrights a certificate of registration, dated December 29, 1960 identified as follows: "Class Eu 652459". 72a

274. Since December 29, 1960 Plaintiff ARCH MUSIC CO., INC. has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

275. On or about December 22, 1964, Plaintiff ARCH MUSIC CO., INC. and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

276. Plaintiff hereby repeats and realleges with respect to Count 30 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

277. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 31

278. Plaintiff JANUARY MUSIC CORPORATION hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

279. Upon information and belief, prior to June 10, 1960, Gene Pitney who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "GARDEN OF LOVE".

280. The musical composition contains a large amount of material wholly original with said Gene Pitney and is copyrightable subject matter under the laws of the United States.

281. Prior to June 10, 1960 said Gene Pitney duly assigned to JANUARY MUSIC CORPORATION all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

282. On or about May 10, 1961, Plaintiff JANUARY MUSIC CORPORATION duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated **June 10, 1960**, identified as follows: **"Class Eu 628132".**

283. Since **June 10, 1960** Plaintiff **JANUARY MUSIC CORPORATION** has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

284. On or about **December 21,1964**, Plaintiff **JANUARY MUSIC CORPORATION** and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

285. Plaintiff hereby repeats and realleges with respect to **Count 31** each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

286. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 32

287. Plaintiff JANUARY MUSIC CORPORATION hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

288. Upon information and belief, prior to February 23, 1960, Beverly Ross and Sam Bobrick who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "GOING TO CHURCH ON SUNDAY"

289. The musical composition contains a large amount of material wholly original with said Beverly Ross and Sam Bobrick and is copyrightable subject matter under the laws of the United States.

290. Prior to February 23, 1960 said Beverly Ross and Sam Bobrick duly assigned to JANUARY MUSIC CORPORATION all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

291. On or about May 10, 1961, Plaintiff JANUARY MUSIC CORPORATION. duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated February 23, 1960 , identified as follows: "Class Eu 613528".

292. Since February 23,1960, Plaintiff JANUARY MUSIC CORPORATION has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

293. On or about December 22, 1964, Plaintiff JANUARY MUSIC CORPORATION and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

294. Plaintiff hereby repeats and realleges with respect to Count 32 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

295. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 33

296. Plaintiff SEA-LARK ENTERPRISES, INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

297. Upon information and belief, prior to April 20, 1961, Gene Pitney

who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "GREEN LIGHT".

298. The musical composition contains a large amount of material wholly original with said

Gene Pitney

and is copyrightable subject matter under the laws of the United States.

299. Prior to April 20, 1961 said

Gene Pitney

duly assigned to SEA-LARK ENTERPRISES, INC. all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

300. On or about May 10, 1961, Plaintiff SEA-LARK ENTERPRISES, INC. duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated April 20, 1961 , identified as follows: "Class Eu 667461".

301. Since April 20, 1961, Plaintiff SEA-LARK ENTERPRISES, INC. has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

302. On or about December 22, 1964, Plaintiff SEA-LARK ENTERPRISES, INC. and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

303. Plaintiff hereby repeats and realleges with respect to Count 33 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

304. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this ...

COUNT 34

305. Plaintiff ARCH MUSIC CO., INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

306. Upon information and belief, prior to February 23, 1962, A. Schroeder, George Goehring, & Wally Gold who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "HALF HEAVEN - HALF HEARTACHE"

307. The musical composition contains a large amount of material wholly original with said A. Schroeder, George Goehring, & Wally Gold and is copyrightable subject matter under the laws of the United States.

308. Prior to February 23, 1962 said A. Schroeder, George Goehring, & Wally Gold duly assigned to ARCH MUSIC CO., INC. all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

309. On or about May 10, 1961, Plaintiff ARCH MUSIC CO., INC. duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated **February 23, 1962**, identified as follows: **"Class Eu 708087".**

310. Since **February 23,1962**, Plaintiff **ARCH MUSIC CO., INC.** has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

311. On or about **December 21,1964**, Plaintiff **ARCH MUSIC CO., INC.** and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

312. Plaintiff hereby repeats and realleges with respect to **Count 34** each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

313. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 35

314. Plaintiff SEA-LARK ENTERPRISES, INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

315. Upon information and belief, prior to September 26, 1963, Al Cleveland & Carl Spencer who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "HALF THE LAUGHTER - TWICE THE TEARS".

316. The musical composition contains a large amount of material wholly original with said Al Cleveland and Carl Spencer and is copyrightable subject matter under the laws of the United States.

317. Prior to September 26, 1963 said Al Cleveland and Carl Spencer duly assigned to SEA-LARK ENTERPRISES, INC. all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

318. On or about May 10, 1961, Plaintiff SEA-LARK ENTERPRISES, INC. duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated **September 26,1963** , identified as follows: **"Class Eu 791628".**

319. Since **September 26,1963,** Plaintiff **SEA-LARK ENTERPRISES, INC.** has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

320. On or about **December 29, 1964** , Plaintiff **SEA-LARK ENTERPRISES, INC.** and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

321. Plaintiff hereby repeats and realleges with respect to **Count 35** each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

322. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

323. Plaintiff JANUARY MUSIC CORPORATION hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

324. Upon information and belief, prior to May 31, 1960, Gene Pitney

who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "HARMONY".

325. The musical composition contains a large amount of material wholly original with said Gene Pitney

and is copyrightable subject matter under the laws of the United States.

326. Prior to May 31, 1960 said Gene Pitney

duly assigned to JANUARY MUSIC CORPORATION all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

327. On or about May 10, 1961, Plaintiff JANUARY MUSIC CORPORATION duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated May 31, 1960 , identified as follows: "Class Eu 626637".

328. Since May 31, 1960 Plaintiff JANUARY MUSIC CORPORATION has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

329. On or about December 21, 1964, Plaintiff JANUARY MUSIC CORPORATION and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

330. Plaintiff hereby repeats and realleges with respect to Count 36 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

331. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 37

332. Plaintiff SEA-LARK ENTERPRISES, INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

333. Upon information and belief, prior to June 11, 1964, Bob Brass, Irwin Levine, & Al Kooper who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "HAWAII".

334. The musical composition contains a large amount of material wholly original with said Bob Brass, Irwin Levine & Al Kooper and is copyrightable subject matter under the laws of the United States.

335. Prior to June 11, 1964 said Bob Brass, Irwin Levine & Al Kooper duly assigned to SEA-LARK ENTERPRISES, INC. all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

336. On or about May 10, 1961, Plaintiff SEA-LARK ENTERPRISES, INC. duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated June 11, 1964 , identified as follows: "Class Eu 829938".

337. Since June 11, 1964 Plaintiff SEA-LARK ENTERPRISES, INC. has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

338. On or about October 27, 1964 , Plaintiff SEA-LARK ENTERPRISES, INC. and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

339. Plaintiff hereby repeats and realleges with respect to Count 37 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

340. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 38.

341. Plaintiff ARCH MUSIC CO., INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

342. Upon information and belief, prior to December 17, 1962, John Gluck Jr., & Herb Weiner who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "HEARTLESS MOON".

343. The musical composition contains a large amount of material wholly original with said John Gluck Jr. & Herb Weiner and is copyrightable subject matter under the laws of the United States.

344. Prior to December 17, 1962 said John Gluck, Jr. and Herb Weiner duly assigned to ARCH MUSIC CO., INC. all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

345. On or about May 10, 1961, Plaintiff ARCH MUSIC CO., INC. duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated December 17,1962 , identified as follows: "Class Eu 751631". 88a

346. Since December 17,1962, Plaintiff ARCH MUSIC CO., INC. has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

347. On or about December 22, 1964, Plaintiff ARCH MUSIC CO., INC. and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

348. Plaintiff hereby repeats and realleges with respect to Count 38 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

349. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 39

350. Plaintiff JANUARY MUSIC CORPORATION hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

351. Upon information and belief, prior to September 19, 1960, Gene Pitney

who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "HELLO MARY LOU".

352. The musical composition contains a large amount of material wholly original with said Gene Pitney

and is copyrightable subject matter under the laws of the United States.

353. Prior to September 19,1960 said Gene Pitney

duly assigned to JANUARY MUSIC CORPORATION all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

354. On or about May 10, 1961, Plaintiff JANUARY MUSIC CORPORATION duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as a published work, and

received from the Register of Copyrights a certificate of registration, dated **September 19, 1960** , identified as follows: **"Class Ep 157346".**

355. Since **September 19,1960** Plaintiff **JANUARY MUSIC CORPORATION** has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

356. On or about **December 21,1964**, Plaintiff **JANUARY MUSIC CORPORATION** and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

357. Plaintiff hereby repeats and realleges with respect to **Count 39** each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

358. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

359. Plaintiff JANUARY MUSIC CORP. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

360. Upon information and belief, prior to August 15, 1963, Jimmy Radcliffe & Phil Stern who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "HE'S A FINK".

361. The musical composition contains a large amount of material wholly original with said Jimmy Radcliffe and Phil Stern and is copyrightable subject matter under the laws of the United States.

362. Prior to August 15, 1963 said Jimmy Radcliffe and Phil Stern duly assigned to JANUARY MUSIC CORPORATION all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

363. On or about May 10, 1961, Plaintiff JANUARY MUSIC CORPORATION duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated August 15, 1963 , identified as follows: "Class Eu 784785".

364. Since August 15, 1963, Plaintiff JANUARY MUSIC CORPORATION has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

365. On or about December 22,1964, Plaintiff JANUARY MUSIC CORPORATION and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

366. Plaintiff hereby repeats and realleges with respect to Count 40 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

367. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 41

368. Plaintiff JANUARY MUSIC CORPORATION hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

369. Upon information and belief, prior to May 15, 1961, Jennie Lee Lambert, Ritchie Adams & Mike Gentile who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "HEY MISTER SCIENTIST".

370. The musical composition contains a large amount of material wholly original with said Jennie Lee Lambert, Ritchie Adams & Mike Gentile and is copyrightable subject matter under the laws of the United States.

371. Prior to May 15, 1961 said Jennie Lee Lambert, Ritchie Adams & Mike Gentile duly assigned to JANUARY MUSIC CORPORATION all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

372. On or about May 10, 1961, Plaintiff JANUARY MUSIC CORPORATION duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as a published work, and

received from the Register of Copyrights a certificate of registration, dated May 15, 1961 , identified as follows: "Class Eu 671133".

373. Since May 15, 1961, Plaintiff JANUARY MUSIC CORPOPATION has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

374. On or about December 22,1964 , Plaintiff JANUARY MUSIC CORPORATION and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

375. Plaintiff hereby repeats and realleges with respect to Count 41 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

376. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 42

377. Plaintiff ARCH MUSIC CO., INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

378. Upon information and belief, prior to July 5, 1963, Tom Glazer who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "HEY, PRETTY LITTLE BLACK EYED SUZIE".

379. The musical composition contains a large amount of material wholly original with said Tom Glazer and is copyrightable subject matter under the laws of the United States.

380. Prior to July 5, 1963 said Tom Glazer duly assigned to ARCH MUSIC CO., INC. all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

381. On or about May 10, 1961, Plaintiff ARCH MUSIC CO., INC. duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated July 5, 1963 , identified as follows: "Class Eu 731410".

382. Since July 5, 1963, Plaintiff ARCH MUSIC CO., INC. has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

383. On or about December 22, 1964, Plaintiff ARCH MUSIC CO., INC and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

384. Plaintiff hereby repeats and realleges with respect to Count 42 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

385. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 43

386. Plaintiff ARCH MUSIC CO., INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

387. Upon information and belief, prior to November 6, 1961, Fred Tobias & Lee Pockriss who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "HOUSE WITHOUT WINDOWS".

388. The musical composition contains a large amount of material wholly original with said Fred Tobias and Lee Pockriss and is copyrightable subject matter under the laws of the United States.

389. Prior to November 6, 1961 said Fred Tobias and Lee Pockriss duly assigned to ARCH MUSIC CO., INC. all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

390. On or about May 10, 1961, Plaintiff ARCH MUSIC CO., INC. duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated November 6, 1961, , identified as follows: "Class Eu 695967".

391. Since November 6, 1961, Plaintiff ARCH MUSIC CO., INC. has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

392. On or about December 21,1964, Plaintiff ARCH MUSIC CO., INC. and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

393. Plaintiff hereby repeats and realleges with respect to Count 43 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

394. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 44

395. Plaintiff ARCH MUSIC CO., INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

396. Upon information and belief, prior to October 13, 1960, Anne Orlowski & Aaron Schroeder who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "I LAUGHED SO HARD I CRIED".

397. The musical composition contains a large amount of material wholly original with said Anne Orlowski & Aaron Schroeder and is copyrightable subject matter under the laws of the United States.

398. Prior to October 13,1960 said Anne Orlowski & Aaron Schroeder duly assigned to ARCH MUSIC CO., INC. all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

399. On or about May 10, 1961, Plaintiff ARCH MUSIC CO., INC. duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated October 13, 1960 , identified as follows: "Class Eu 643558".

400. Since October 13, 1960, Plaintiff ARCH MUSIC CO., INC. has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

401. On or about December 21,1964 , Plaintiff ARCH MUSIC CO., INC. and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

402. Plaintiff hereby repeats and realleges with respect to Count 44 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

403. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 45

404. Plaintiff JANUARY MUSIC CORPORATION hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

405. Upon information and belief, prior to January 6, 1965, Jay Darrow who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "I LOST TOMORROW (YESTERDAY)"

406. The musical composition contains a large amount of material wholly original with said Jay Darrow and is copyrightable subject matter under the laws of the United States.

407. Prior to January 6, 1965 said Jay Darrow duly assigned to JANUARY MUSIC CORPORATION all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

408. On or about May 10, 1961, Plaintiff JANUARY MUSIC CORPORATION duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated January 6, 1965, , identified as follows: "Class Eu 859842".

409. Since January 6, 1965, Plaintiff JANUARY MUSIC CORPORATION has been and still is the sole proprietor of all rights, title and interest in a d to said copyright in said musical composition.

410. On or about June 2, 1965 , Plaintiff JANUARY MUSIC CORPORATION and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

411. Plaintiff hereby repeats and realleges with respect to Count 45 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

412. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 46

413. Plaintiff SEA-LARK ENTERPRISES, INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

414. Upon information and belief, prior to June 11, 1964, Van McCoy

who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "I LOVE YOU MORE TODAY".

415. The musical composition contains a large amount of material wholly original with said Van McCoy and is copyrightable subject matter under the laws of the United States.

416. Prior to June 11, 1964 said Van McCoy duly assigned to SEA-LARK ENTERPRISES, INC. all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

417. On or about May 10, 1961, Plaintiff SEA-LARK ENTERPRISES, INC. duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated June 11, 1964 , identified as follows: "Class Eu 838995".

418. Since June 11, 1964 Plaintiff SEA-LARK ENTERPRISES, INC. has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

419. On or about October 27,1964 , Plaintiff SEA-LARK ENTERPRISES, INC. and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

420. Plaintiff hereby repeats and realleges with respect to Count 46 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

421. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 47

422. Plaintiff SEA-LARK ENTERPRISES, INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

423. Upon information and belief, prior to January 6, 1964, Al Kooper, Bob Brass & Irwin Levine who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "I MUST BE SEEING THINGS".

424. The musical composition contains a large amount of material wholly original with said Al Kooper, Bob Brass & Irwin Levine and is copyrightable subject matter under the laws of the United States.

425. Prior to January 6, 1964 said Al Kooper, Bob Brass & Irwin Levine duly assigned to SEA-LARK ENTERPRISES, INC. all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

426. On or about May 10, 1961, Plaintiff SEA-LARK ENTERPRISES, INC. duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated January 6, 1964, identified as follows: "Class Eu 359881".

427. Since January 6,1964, Plaintiff SEA-LARK ENTERPRISES, INC. has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

428. On or about February 17,1965, Plaintiff SEA-LARK ENTERPRISES, INC. and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

429. Plaintiff hereby repeats and realleges with respect to Count 47 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

430. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proffered to this Court at the Trial of this action.

431. Plaintiff ARCH MUSIC CO., INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

432. Upon information and belief, prior to September 10, 1962, A. Schroeder, Gloria Shayne & Martin Kalmanoff who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "I SHOULD TRY TO FORGET".

433. The musical composition contains a large amount of material wholly original with said A. Schroeder, Gloria Shayne & Martin Kalmanoff and is copyrightable subject matter under the laws of the United States.

434. Prior to September 10, 1962 said A. Schroeder, Gloria Shayne & Martin Kalmanoff duly assigned to ARCH MUSIC CO., INC. all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

435. On or about May 10, 1961, Plaintiff ARCH MUSIC CO., INC. duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

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received from the Register of Copyrights a certificate of registration, dated September 10,1962 , identified as follows: "Class Fu 736360".

436. Since September 10,1962, Plaintiff ARCH MUSIC CO., INC. has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

437. On or about December 21, 1964 , Plaintiff ARCH MUSIC CO., INC. and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

438. Plaintiff hereby repeats and realleges with respect to Count 43 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

439. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

440. Plaintiff JANUARY MUSIC CORPORATION hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

441. Upon information and belief, prior to July 20, 1962, Bert Russell & Phil Medley who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "IF I DIDN'T HAVE A DIME"

442. The musical composition contains a large amount of material wholly original with said Bert Russell & Phil Medley. and is copyrightable subject matter under the laws of the United States.

443. Prior to July 20, 1962 said Bert Russell & phil Medley duly assigned to JANUARY MUSIC CORPORATION all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

444. On or about May 10, 1961, Plaintiff JANUARY MUSIC CORPORATION duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

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received from the Register of Copyrights a certificate of registration, dated July 20, 1962 , identified as follows: "Class Eu 730283".

445. Since July 20, 1962 Plaintiff JANUARY MUSIC CORPORATION has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

446. On or about October 27, 1964 , Plaintiff JANUARY MUSIC CORPORATION and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

447. Plaintiff hereby repeats and realleges with respect to Count 49 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

448. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

449. Plaintiff SEA-LARK ENTERPRISES, INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

450. Upon information and belief, prior to March 8, 1962, Jay Fishman & Bernard Trester who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "IN AMERICA".

451. The musical composition contains a large amount of material wholly original with said Jay Fishman & Bernard Trester and is copyrightable subject matter under the laws of the United States.

452. Prior to March 8, 1962 said Jay Fishman & Bernard Trester duly assigned to SEA-LARK ENTERPRISES, INC. all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

453. On or about May 10, 1961, Plaintiff SEA-LARK ENTERPRISES, INC. duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated March 8, 1962 , identified as follows: "Class Du 711094".

454. Since March 8, 1962 Plaintiff SEA-LARK ENTERPRISES, INC. has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

455. On or about December 22, 1964 Plaintiff SEA-LARK ENTERPRISES, INC. and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

456. Plaintiff hereby repeats and realleges with respect to Count 50 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

457. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 51

458. Plaintiff JANUARY MUSIC CORPORATION hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

459. Upon information and belief, prior to March 1, 1965, Randy Newman who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "JUST ONE SMILE".

460. The musical composition contains a large amount of material wholly original with said Randy Newman and is copyrightable subject matter under the laws of the United States.

461. Prior to March 1, 1965 said Randy Newman duly assigned to JANUARY MUSIC CORPORATION all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

462. On or about May 10, 1961, Plaintiff JANUARY MUSIC CORPORATION duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated March 1, 1965 , identified as follows: "Class Fu 870574".

463. Since March 1, 1965 Plaintiff JANUARY MUSIC COPPORATION has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

464 On or about June 2, 1963 , Plaintiff JANUARY MUSIC COPPORATION and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

465. Plaintiff hereby repeats and realleges with respect to Count 51 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

466. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

467. Plaintiff JANUARY MUSIC CORPORATION hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

468. Upon information and belief, prior to September 10, 1962, Ellie Greenwich & Tony Powers who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "KEEP TELLIN' YOURSELF".

469. The musical composition contains a large amount of material wholly original with said Ellie Greenwich & Tony Powers and is copyrightable subject matter under the laws of the United States.

470. Prior to September 10,1962 said Ellie Greenwich & Tony Powers duly assigned to JANUARY MUSIC CORPORATION all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

471. On or about May 10, 1961, Plaintiff JANUARY MUSIC CORPORATION duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated **September 10, 1962** , identified as follows: **"Class Eu 736407".**

472. Since **September 10, 1962** Plaintiff **JANUARY MUSIC CORPORATION** has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

473. On or about **December 21, 1964** , Plaintiff **JANUARY MUSIC CORPORATION** and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

474. Plaintiff hereby repeats and realleges with respect to **Count 52** each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

475. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 53

476. Plaintiff ARCH MUSIC CO., INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

477. Upon information and belief, prior to July 11, 1963, Don Gohman & Hal Hackady who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "LAURIE".

478. The musical composition contains a large amount of material wholly original with said Don Gohman & Hal Hackady and is copyrightable subject matter under the laws of the United States.

479. Prior to July 11, 1963 said Don Gohman & Hal Hackady duly assigned to ARCH MUSIC CO., INC. all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

480. On or about May 10, 1963, Plaintiff ARCH MUSIC CO., INC. duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated July 11, 1963 , identified as follows: "Class Eu 779178".

481. Since July 11, 1963 Plaintiff ARCH MUSIC CO., INC. has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

482. On or about December 21, 1964, Plaintiff ARCH MUSIC CO., INC. and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

483. Plaintiff hereby repeats and realleges with respect to Count 53 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

484. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

485. Plaintiff ARCH MUSIC CO., INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

486. Upon information and belief, prior to September 10, 1962, Burt Bacharach & Bob Hilliard who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "LITTLE BETTY FALLING STAR".

487. The musical composition contains a large amount of material wholly original with said Burt Bacharach & Bob Hilliard and is copyrightable subject matter under the laws of the United States.

488. Prior to September 10, 1962 said Burt Bacharach & Bob Hilliard duly assigned to ARCH MUSIC CO., INC. all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

489. On or about May 10, 1961, Plaintiff ARCH MUSIC CO., INC. duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated September 10, 1962 , identified as follows: "Class Eu 736359".

490. Since September 10, 1962, Plaintiff ARCH MUSIC CO., INC. has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

491. On or about December 21, 1964, Plaintiff ARCH MUSIC CO., INC. and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

492. Plaintiff hereby repeats and realleges with respect to Count 54 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

493. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 55

494. Plaintiff SEA-LARK ENTERPRISES, INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

495. Upon information and belief, prior to July 3, 1963, Joey Brooks who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "LITTLE NELL".

496. The musical composition contains a large amount of material wholly original with said Joey Brooks and is copyrightable subject matter under the laws of the United States.

497. Prior to July 3, 1963 said Joey Brooks duly assigned to SEA-LARK ENTERPRISES, INC. all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

498. On or about May 10, 1961, Plaintiff SEA-LARK ENTERPRISES, INC. duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated July 3, 1963, identified as follows: "Class Eu 781524".

499. Since July 3, 1963, Plaintiff SEA-LARK ENTERPRISES, INC. has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

500. On or about December 22, 1964, Plaintiff SEA-LARK ENTERPRISES, INC. and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

501. Plaintiff hereby repeats and realleges with respect to Count 55 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

502. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

503. Plaintiff JANUARY MUSIC CORPORATION hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

504. Upon information and belief, prior to September 10, 1963, Neval Nader & John Gluck, Jr. who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "LONELY NIGHT DREAMS".

505. The musical composition contains a large amount of material wholly original with said Neval Nader & John Gluck, Jr. and is copyrightable subject matter under the laws of the United States.

506. Prior to September 10, 1963 said Neval Nader & John Gluck, Jr. duly assigned to JANUARY MUSIC CORPORATION all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

507. On or about May 10, 1961, Plaintiff JANUARY MUSIC CORPORATION duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated September 10, 1963 , identified as follows: "Class Eu 790423".

508. Since September 10,1963, Plaintiff JANUARY MUSIC CORPORATION has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

509. On or about December 21,1964 , Plaintiff JANUARY MUSIC CORPORATION and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

510. Plaintiff hereby repeats and realleges with respect to Count 56 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

511. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

512. Plaintiff ARCH MUSIC CO., INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

513. Upon information and belief, prior to June 20, 1962, Burt Bacharach & Hal David who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "LONG AFTER TONIGHT".

514. The musical composition contains a large amount of material wholly original with said Burt Bacharach & Hal David and is copyrightable subject matter under the laws of the United States.

515. Prior to June 20, 1962 said Burt Bacharach & Hal David duly assigned to ARCH MUSIC CO., INC. all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

516. On or about May 10, 1961, Plaintiff ARCH MUSIC CO., INC. duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated June 20, 1962, identified as follows: "Class Eu 726120".

517. Since June 20, 1962, Plaintiff ARCH MUSIC CO., INC. has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

518. On or about October 28, 1964, Plaintiff ARCH MUSIC CO., INC. and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

519. Plaintiff hereby repeats and realleges with respect to Count 57 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

520. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 58

521. Plaintiff JANUARY MUSIC CORPORATION hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

522. Upon information and belief, prior to December 7, 1964, Audrey Freeman who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "LOOKING FOR ME".

523. The musical composition contains a large amount of material wholly original with said Audrey Freeman and is copyrightable subject matter under the laws of the United States.

524. Prior to December 7, 1964 said Audrey Freeman duly assigned to JANUARY MUSIC CORPORATION all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

525. On or about May 10, 1961, Plaintiff JANUARY MUSIC CORPORATION duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated December 7, 1964 , identified as follows: "Class Nu 857134".

526. Since December 7, 1964, Plaintiff JANUARY MUSIC CORPORATION has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

527. On or about November 20,1964, Plaintiff JANUARY MUSIC CORPORATION and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

528. Plaintiff hereby repeats and realleges with respect to Count 58 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

529. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

530. Plaintiff JANUARY MUSIC CORPORATION hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

531. Upon information and belief, prior to March 20, 1961, Gene Pitney

who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "LOUISIANA MAMA".

532. The musical composition contains a large amount of material wholly original with said Gene Pitney and is copyrightable subject matter under the laws of the United States.

533. Prior to March 20, 1961 said Gene Pitney duly assigned to JANUARY MUSIC CORPORATION all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

534. On or about May 10, 1961, Plaintiff JANUARY MUSIC CORPORATION duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as a published work, and

received from the Register of Copyrights a certificate of registration, dated March 20, 1961 , identified as follows: "Class Eu 662584".

535. Since March 20, 1961 Plaintiff JANUARY MUSIC CORPORATION has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

536. On or about December 21,1964 , Plaintiff JANUARY MUSIC CORPORATION and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

537. Plaintiff hereby repeats and realleges with respect to Count 59 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

538. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

539. Plaintiff SEA-LARK ENTERPRISES, INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

540. Upon information and belief, prior to October 14, 1960, Gene Pitney who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "(I WANNA) LOVE MY LIFE AWAY".

541. The musical composition contains a large amount of material wholly original with said Gene Pitney and is copyrightable subject matter under the laws of the United States.

542. Prior to October 14, 1960 said Gene Pitney duly assigned to SEA-LARK ENTERPRISES, INC. all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

543. On or about May 10, 1961, Plaintiff SEA-LARK ENTERPRISES, INC. duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

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received from the Register of Copyrights a certificate of registration, dated October 14, 1960, identified as follows: "Class Eu 643703".

544. Since October 14, 1960, Plaintiff SEA-LARK ENTERPRISES, INC. has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

545. On or about December 21, 1964, Plaintiff SEA-LARK ENTERPRISES, INC. and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

546. Plaintiff hereby repeats and realleges with respect to Count 60 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

547. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

548. Plaintiff JANUARY MUSIC CORPORATION hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

549. Upon information and belief, prior to July 3, 1963, Dramay Diamond & Jimmy Radcliffe who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "LYDA SYE, WHAT D'YA DO?"

550. The musical composition contains a large amount of material wholly original with said Dramay Diamond & Jimmy Radcliffe and is copyrightable subject matter under the laws of the United States.

551. Prior to July 3, 1963 said Dramay Diamond & Jimmy Radcliffe duly assigned to JANUARY MUSIC CORPORATION all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

552. On or about May 10, 1961, Plaintiff JANUARY MUSIC CORPORATION duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated July 3, 1963 , identified as follows: "Class Eu 781469".

553. Since July 3, 1963, Plaintiff JANUARY MUSIC CORPORATION has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

554. On or about December 22, 1964 , Plaintiff JANUARY MUSIC CORPORATION and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

555. Plaintiff hereby repeats and realleges with respect to Count 61 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

556. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

557. Plaintiff JANUARY MUSIC CORPORATION hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

558. Upon information and belief, prior to January 7, 1963, Neval Nader and John Gluck Jr. who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "MECCA".

559. The musical composition contains a large amount of material wholly original with said Neval Nader and John Gluck Jr. and is copyrightable subject matter under the laws of the United States.

560. Prior to January 7, 1963 said Neval Nader and John Gluck Jr. duly assigned to JANUARY MUSIC CORPORATION all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

561. On or about May 10, 1961, Plaintiff JANUARY MUSIC CORP. duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated January 7, 1963 , identified as follows: "Class Eu 752385".

562. Since January 7, 1963, Plaintiff JANUARY MUSIC CORPORATION has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

563. On or about December 21, 1964, Plaintiff JANUARY MUSIC CORPORATION and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

564. Plaintiff hereby repeats and realleges with respect to Count 62 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

565. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 63

566. Plaintiff ARCH MUSIC CO., INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

567. Upon information and belief, prior to July 5, 1963, Tom Glazer who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "MELISSA AND ME"

568. The musical composition contains a large amount of material wholly original with said Tom Glazer and is copyrightable subject matter under the laws of the United States.

569. Prior to July 5, 1963 said Tom Glazer duly assigned to ARCH MUSIC CO., INC. all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

570. On or about May 10, 1961, Plaintiff ARCH MUSIC CO., INC. duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated July 5, 1963 , identified as follows: "Class Eu 778064".

571. Since July 5, 1963, Plaintiff ARCH MUSIC CO., INC. has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

572. On or about December 22, 1964, Plaintiff ARCH MUSIC CO., INC. and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

573. Plaintiff hereby repeats and realleges with respect to Count 63 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

574. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

575. Plaintiff JANUARY MUSIC CORPORATION hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

576. Upon information and belief, prior to August 1, 1963, Jimmy Radcliffe & Dramay Diamond who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "MOMENT OF WEAKNESS".

577. The musical composition contains a large amount of material wholly original with said Jimmy Radcliffe and Dramay Diamond and is copyrightable subject matter under the laws of the United States.

578. Prior to August 1, 1963 said Jimmy Radcliffe and Dramay Diamond duly assigned to JANUARY MUSIC CORPORATION all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

579. On or about May 10, 1961, Plaintiff JANUARY MUSIC CORPORATION duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated August 1, 1963 , identified as follows: "Class Eu 783146".

580. Since August 1, 1963, Plaintiff JANUARY MUSIC CORPORATION has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

581. On or about December 22, 1964, Plaintiff JANUARY MUSIC CORPORATION and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

582. Plaintiff hereby repeats and realleges with respect to Count 64 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

583. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

584. Plaintiff ARCH MUSIC CO., INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

585. Upon information and belief, prior to May 9, 1962, Ted Simons who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "MOODY MAD'MOISELLE".

586. The musical composition contains a large amount of material wholly original with said Ted Simons and is copyrightable subject matter under the laws of the United States.

587. Prior to May 9, 1962 said Ted Simons duly assigned to ARCH MUSIC CO., INC. all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

588. On or about May 10, 1961, Plaintiff ARCH MUSIC CO., INC. duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated May 9, 1962 , identified as follows: "Class Eu 721406".

589. Since May 9, 1962, Plaintiff ARCH MUSIC CO., INC. has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

590. On or about December 22, 1964 Plaintiff ARCH MUSIC CO., INC. and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

591. Plaintiff hereby repeats and realleges with respect to Count 65 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

592. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 66

593. Plaintiff JANUARY MUSIC CORPORATION hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

594. Upon information and belief, prior to June 20, 1961, Gene Pitney

who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "MR. MOON, CUPID & I".

595. The musical composition contains a large amount of material wholly original with said

Gene Pitney

and is copyrightable subject matter under the laws of the United States.

596. Prior to June 20, 1961 said

Gene Pitney

duly assigned to JANUARY MUSIC CORPORATION

all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

597. On or about May 10, 1961, Plaintiff JANUARY MUSIC CORP. duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated June 20, 1961 , identified as follows: "Class Eu 676175". 144a

598. Since June 20, 1961 Plaintiff JANUARY MUSIC CORPORATION has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

599. On or about December 21,1964, Plaintiff JANAURY MUSIC CORPORATION and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

600. Plaintiff hereby repeats and realleges with respect to Count 66 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

601. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 67

602. Plaintiff SEA-LARK ENTERPRISES, INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

603. Upon information and belief, prior to July 5, 1963, Mel Mandel & Norman Sachs who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "MY SULI RAM".

604. The musical composition contains a large amount of material wholly original with said Mel Mandel & Norman Sachs and is copyrightable subject matter under the laws of the United States.

605. Prior to July 5, 1963 said Mel Mandel & Norman Sachs duly assigned to SEA-LARK ENTERPRISES, INC. all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

606. On or about May 10, 1961, Plaintiff SEA-LARK ENTERPRISES, INC. duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated July 5, 1963 , identified as follows: "Class Eu 778039".

607. Since July 5, 1963 Plaintiff SEA-LARK ENTERPRISES, INC. has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

608. On or about December 22,1964 , Plaintiff SEA-LARK ENTERPRISES, INC. and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

609. Plaintiff hereby repeats and realleges with respect to Count 67 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

610. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

611. Plaintiff JANUARY MUSIC CORPORATION hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

612. Upon information and belief, prior to January 7, 1963, Ben Raleigh and Mark Barkan who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "NOT RESPONSIBLE".

613. The musical composition contains a large amount of material wholly original with said Ben Raleigh and Mark Barkan and is copyrightable subject matter under the laws of the United States.

614. Prior to January 7, 1963 said Ben Raleigh and Mark Barkan duly assigned to JANUARY MUSIC CORPORATION all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

615. On or about May 10, 1961, Plaintiff JANUARY MUSIC CORPORATION duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated January 7, 1963 , identified as follows: "Class Eu 752384". 148a

616. Since January 6, 1963, Plaintiff JANUARY MUSIC CORPORATION has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

617. On or about December 21, 1964, Plaintiff JANUARY MUSIC CORPORATION and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

618. Plaintiff hereby repeats and realleges with respect to Count 68 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

619. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

620. Plaintiff JANUARY MUSIC CORPORATION hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

621. Upon information and belief, prior to July 5, 1963, Lou Stallman & Sid Jacobson who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "OH, ANNIE, OH".

622. The musical composition contains a large amount of material wholly original with said Lou Stallman & Sid Jacobson and is copyrightable subject matter under the laws of the United States.

623. Prior to July 5, 1963 said Lou Stallman & Sid Jacobson duly assigned to JANUARY MUSIC CORPORATION all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

624. On or about May 10, 1961, Plaintiff JANUARY MUSIC CORPORATION duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated July 5, 1963 , identified as follows: "Class Eu 778084".

625. Since July 5, 1963, Plaintiff JANUARY MUSIC CORPORATION has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

626. On or about December 22, 1964, Plaintiff JANUARY MUSIC CORPORATION and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

627. Plaintiff hereby repeats and realleges with respect to Count 69 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

628. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

629. Plaintiff JANUARY MUSIC CORPORATION hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

630. Upon information and belief, prior to October 24, 1960, Paul A. Bertuccini who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "LITTLE STAR"

631. The musical composition contains a large amount of material wholly original with said Paul A. Bertuccini and is copyrightable subject matter under the laws of the United States.

632. Prior to October 24, 1960 said Paul A. Bertuccini duly assigned to JANUARY MUSIC CORPORATION all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

633. On or about May 10, 1961, Plaintiff JANUARY MUSIC CORPORATION duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated October 24, 1960, identified as follows: "Class Eu 644786".

634. Since October 24, 1960, Plaintiff JANUARY MUSIC CORPORATION has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

635. On or about September 22,1964, Plaintiff JANUARY MUSIC CORPORATION and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

636. Plaintiff hereby repeats and realleges with respect to Count 70 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

637. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 71

638. Plaintiff ARCH MUSIC CO., INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

639. Upon information and belief, prior to October 23, 1962, Burt Bacharach & Hal David who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "ONLY LOVE CAN BREAK A HEART"

640. The musical composition contains a large amount of material wholly original with said Burt Bacharach & Hal David and is copyrightable subject matter under the laws of the United States.

641. Prior to October 23, 1962 said Burt Bacharach & Hal David duly assigned to ARCH MUSIC CO., INC. all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

642. On or about May 10, 1961, Plaintiff ARCH MUSIC CO., INC. duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as a published work, and

received from the Register of Copyrights a certificate of registration, dated October 23, 1962 , identified as follows: "Class Eu 734288".

643. Since October 23, 1962 Plaintiff ARCH MUSIC CO., INC. has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

644. On or about October 28,1964 , Plaintiff ARCH MUSIC CO., INC. and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

645. Plaintiff hereby repeats and realleges with respect to Count 71 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" thereof, with the same force and effect as if herein fully set forth.

646. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

647. Plaintiff JANUARY MUSIC CORPORATION hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

648. Upon information and belief, prior to April 27, 1961, Gene Pitney who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "OUTSIDE HEAVENS DOOR"

649. The musical composition contains a large amount of material wholly original with said Gene Pitney and is copyrightable subject matter under the laws of the United States.

650. Prior to April 27, 1961 said Gene Pitney duly assigned to JANUARY MUSIC CORPORATION all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

651. On or about May 10, 1961, Plaintiff JANUARY MUSIC CORPORATION duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated April 27, 1961, identified as follows: "Class Eu 668485".

652. Since April 27, 1961, Plaintiff JANUARY MUSIC CORPORATION has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

653. On or about December 22, 1964, Plaintiff JANUARY MUSIC CORPORATION and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

654. Plaintiff hereby repeats and realleges with respect to Count 72 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

655. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 73

656. Plaintiff JANUARY MUSIC CORPORATION hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

657. Upon information and belief, prior to January 7, 1963, Ben Raleigh and Art Wayne who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "PEANUTS, POPCORN & CRACKERJACKS".

658. The musical composition contains a large amount of material wholly original with said Ben Raleigh and Art Wayne and is copyrightable subject matter under the laws of the United States.

659. Prior to January 7, 1963 said Ben Raleigh and Art Wayne duly assigned to JANUARY MUSICCORPORATION all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

660. On or about May 10, 1961, Plaintiff JANUARY MUSIC CORPORATION duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated January 7, 1963 , identified as follows: "Class Eu 752383". 158a

661. Since January 7, 1963, Plaintiff JANUARY MUSIC CORPORATION has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

662. On or about December 21,1964 , Plaintiff JANUARY MUSIC CORPORATION and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

663. Plaintiff hereby repeats and realleges with respect to Count 73 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

664. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

665. Plaintiff JANUARY MUSIC CORPORATION hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

666. Upon information and belief, prior to August 28, 1960, Alan Kooper and Eric Krackow who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "PLUNKIN'"

667. The musical composition contains a large amount of material wholly original with said Alan Kooper and Eric Krackow and is copyrightable subject matter under the laws of the United States.

668. Prior to August 28, 1960 said Alan Kooper and Eric Krackow duly assigned to JANUARY MUSIC CORPORATION all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

669. On or about May 10, 1961, Plaintiff JANUARY MUSIC CORPORATION duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated August 28, 1960 , identified as follows: "Class Eu 637003".

670. Since August 28, 1960, Plaintiff JANUARY MUSIC CORPORATION has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

671. On or about December 22,1964, Plaintiff JANUARY MUSIC CORPORATION and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

672. Plaintiff hereby repeats and realleges with respect to Count 74 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

673. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

674. Plaintiff JANUARY MUSIC CORPORATION hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

675. Upon information and belief, prior to March 1, 1965, Frederick McCoy and Frank Brown who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "POW".

676. The musical composition contains a large amount of material wholly original with said Frederick McCoy and Frank Brown and is copyrightable subject matter under the laws of the United States.

677. Prior to March 1, 1965 said Frederick McCoy and Frank Brown duly assigned to JANUARY MUSIC CORPORATION all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

678. On or about May 10, 1961, Plaintiff JANUARY MUSIC CORPORATION duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated March 1, 1965 , identified as follows: "Class Eu 870566".

679. Since March 1, 1965, Plaintiff JANUARY MUSIC CORPORATION has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

680. On or about December 22, 1964 Plaintiff JANUARY MUSIC CORPORATION and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

681. Plaintiff hereby repeats and realleges with respect to Count 75 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

682. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing [illegible]cal reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

683. Plaintiff SEA-LARK ENTERPRISES, INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

684. Upon information and belief, prior to December 17, 1962, Bob Halley and Emil J. Anton who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "REMEMBERING HELPS ME TO FORGET".

685. The musical composition contains a large amount of material wholly original with said Bob Halley and Emil J. Anton and is copyrightable subject matter under the laws of the United States.

686. Prior to December 17, 1962 said Bob Halley and Emil J. Anton duly assigned to SEA-LARK ENTERPRISES, INC. all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

687. On or about May 10, 1961, Plaintiff SEA-LARK ENTERPRISES, INC. duly complied in all respects with the Copyright Act, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated December 17, 1962 , identified as follows: "Class Eu 750543".

638. Since December 17, 1962, Plaintiff SEA-LARK ENTERPRISES, INC. has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

639. On or about December 22, 1964, Plaintiff SEA-LARK ENTERPRISES, INC. and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

690. Plaintiff hereby repeats and realleges with respect to Count 76 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

691. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

692. Plaintiff JANUARY MUSIC CORPORATION hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

693. Upon information and belief, prior to January 11, 1965, Gene Pitney who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "SAVE YOUR LOVE".

694. The musical composition contains a large amount of material wholly original with said Gene Pitney and is copyrightable subject matter under the laws of the United States.

695. Prior to January 11, 1965 said Gene Pitney duly assigned to JANUARY MUSIC CORPORATION all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

696. On or about May 10, 1961, Plaintiff JANUARY MUSIC CORPORATION duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated **January 11, 1965** , identified as follows: **"Class Eu 861404".**

697. Since **January 11,1966,** Plaintiff **JANUARY MUSIC CORPORATION** has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

698. On or about **June 2, 1965,** , Plaintiff **JANUARY MUSIC CORPORATION** and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

699. Plaintiff hereby repeats and realleges with respect to **Count 77** each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

700. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

701. Plaintiff SEA-LARK ENTERPRISES, INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

702. Upon information and belief, prior to January 6, 1965, Al Kooper & Irwin Levine who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "SHE'S STILL THERE".

703. The musical composition contains a large amount of material wholly original with said Al Kooper and Irwin Levine and is copyrightable subject matter under the laws of the United States.

704. Prior to January 6, 1965, said Al Kooper and Irwin Levine duly assigned to SEA-LARK ENTERPRISES, INC. all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

705. On or about May 10, 1961, Plaintiff SEA-LARK ENTERPRISES, INC. duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated January 6, 1965 , identified as follows: "Class Eu 859880".

706. Since January 6, 1965, Plaintiff SEA-LARK ENTERPRISES, INC. has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

707. On or about June 2, 1965, , Plaintiff SEA-LARK ENTERPRISES, INC. and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments s rving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

708. Plaintiff hereby repeats and realleges with respect to Count 78 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

709. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 79

710. Plaintiff ARCH MUSIC CO., INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof with the same force and effect as if herein fully set forth.

711. Upon information and belief, prior to December 29, 1960, Ted Simons who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "SHEIK TO SHEIK".

712. The musical composition contains a large amount of material wholly original with said Ted Simons and is copyrightable subject matter under the laws of the United States.

713. Prior to December 29, 1960 said Ted Simons duly assigned to ARCH MUSIC CO., INC. all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

714. On or about May 10, 1961, Plaintiff ARCH MUSIC CO., INC. duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated December 29, 1960 , identified as follows: "Class Eu 652458".

715. Since December 29, 1960, Plaintiff ARCH MUSIC CO., INC. has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

716. On or about December 22,1964 , Plaintiff ARCH MUSIC CO., INC. and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

717. Plaintiff hereby repeats and realleges with respect to Count 79 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

718. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 80

719. Plaintiff JANUARY MUSIC CORPORATION hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

720. Upon information and belief, prior to August 23, 1960, Al Kooper who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "SICK MANNY'S GYM".

721. The musical composition contains a large amount of material wholly original with said Al Kooper and is copyrightable subject matter under the laws of the United States.

722. Prior to August 23, 1960 said Al Kooper duly assigned to JANUARY MUSIC CORPORATION all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

723. On or about May 10, 1961, Plaintiff JANUARY MUSIC CORPORATION duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated August 23, 1960 , identified as follows: "Class Eu 637002". 172a

724. Since August 23, 1960, Plaintiff JANUARY MUSIC CORPORATION has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

725. On or about December 22, 1964, Plaintiff JANUARY MUSIC CORPORATION and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

726. Plaintiff hereby repeats and realleges with respect to Count 80 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

727. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

728. Plaintiff ARCH MUSIC CO., INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

729. Upon information and belief, prior to December 20, 1962, Fred Tobias, and Leon Carr who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "SIX MONTHS WITH MY MOTHER"

730. The musical composition contains a large amount of material wholly original with said Fred Tobias and Leon Carr and is copyrightable subject matter under the laws of the United States.

731. Prior to December 20, 1962 said Fred Tobias and Leon Carr duly assigned to ARCH MUSIC CO., INC. all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

732. On or about May 10, 1961, Plaintiff ARCH MUSIC CO., INC. duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as ~~(a) (an)~~ published work, and

received from the Register of Copyrights a certificate of registration, dated December 20, 1962 , identified as follows: "Class Eu 750809".

733. Since December 20, 1962, Plaintiff ARCH MUSIC CO., INC. has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

734. On or about December 22, 1964, Plaintiff ARCH MUSIC CO., INC. and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

735. Plaintiff hereby repeats and realleges with respect to Count 81 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

736. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 82

737. Plaintiff ARCH MUSIC CO., INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

738. Upon information and belief, prior to July 5, 1963, Eddy L. Manson who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "SONG OF LORENA".

739. The musical composition contains a large amount of material wholly original with said Eddy L. Manson and is copyrightable subject matter under the laws of the United States.

740. Prior to July 5, 1963 said Eddy L. Manson duly assigned to ARCH MUSIC CO., INC. all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

741. On or about May 10, 1961, Plaintiff ARCH MUSIC CO., INC. duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated July 5, 1963 , identified as follows: "Class Eu 773063".

742. Since July 5, 1963, Plaintiff ARCH MUSIC CO., INC. has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

743. On or about December 22,1964 , Plaintiff ARCH MUSIC CO., INC. and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

744. Plaintiff hereby repeats and realleges with respect to Count 82 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

745. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 83

746. Plaintiff JANUARY MUSIC CORPORATION hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

747. Upon information and belief, prior to May 10, 1961, Gene Pitney who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "SURE FIRE BET".

748. The musical composition contains a large amount of material wholly original with said Gene Pitney and is copyrightable subject matter under the laws of the United States.

749. Prior to May 10, 1961 said Gene Pitney duly assigned to JANUARY MUSIC CORPORATION all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

750. On or about May 10, 1961, Plaintiff JANUARY MUSIC CORPORATION duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated May 10, 1961 , identified as follows: "Class Eu 670301".

751. Since May 10, 1961, Plaintiff JANUARY MUSIC CORPORATION has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

752. On or about December 21,1964 , Plaintiff JANUARY MUSIC CORPORATION and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

753. Plaintiff hereby repeats and realleges with respect to Count 83 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

754. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 84

755. Plaintiff SEA-LARK ENTERPRISES, INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

756. Upon information and belief, prior to November 24, 1964, Al Kooper, Bob Brass, Irwin Levine who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "THIS DIAMOND RING"

757. The musical composition contains a large amount of material wholly original with said Al Kooper, Bob Brass, & Irwin Levine and is copyrightable subject matter under the laws of the United States.

758. Prior to November 24,1964 said Al Kooper, Bob Brass & Irwin Levine duly assigned to SEA-LARK ENTERPRISES, INC. all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

759. On or about May 10, 1961, Plaintiff SEA-LARK ENTERPRISES, INC. duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated November 24, 1964 , identified as follows: "Class Eu 854822". 180a

760. Since November 24, 1964, Plaintiff SEA-LARK ENTERPRISES, INC. has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

761. On or about January 6, 1965 , Plaintiff SEA-LARK ENTERPRISES, INC. and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

762. Plaintiff hereby repeats and realleges with respect to Count 84 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

-63. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 85

764. Plaintiff ARCH MUSIC CO., INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

765. Upon information and belief, prior to March 20, 1961, A. Schroeder, Wally Gold & Roy Alfred who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "TAKE ME TONIGHT".

766. The musical composition contains a large amount of material wholly original with said A. Schroeder, Wally Gold and Roy Alfred and is copyrightable subject matter under the laws of the United States.

767. Prior to March 20, 1961 said A. Schroeder, Wally Gold and Roy Alfred duly assigned to ARCH MUSIC CO., INC. all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

768. On or about May 10, 1961, Plaintiff ARCH MUSIC CO., INC. duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated March 20, 1961, identified as follows: "Class Eu 662524". 182a

769. Since March 20, 1961, Plaintiff ARCH MUSIC CO., INC. has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

770. On or about December 21, 1964, Plaintiff ARCH MUSIC CO., INC. and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

771. Plaintiff hereby repeats and realleges with respect to Count 85 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

772. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

773. Plaintiff SEA-LARK ENTERPRISES, INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

774. Upon information and belief, prior to January 7, 1963, Bob Halley

who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "TEARDROP BY TEARDROP'.

775. The musical composition contains a large amount of material wholly original with said

Bob Halley

and is copyrightable subject matter under the laws of the United States.

776. Prior to January 7, 1963 said

Bob Halley

duly assigned to SEA-LARK ENTERPRISES, INC.

all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

777. On or about May 10, 1961, Plaintiff SEA-LARK ENTERPRISES, INC. duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated January 7, 1963 , identified as follows: "Class Eu 752319".

778. Since January 7, 1963, Plaintiff SEA-LARK ENTERPRISES, INC. has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

779. On or about December 22, 1964, Plaintiff SEA-LARK ENTERPRISES, INC. and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

780. Plaintiff hereby repeats and realleges with respect to Count 86 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

781. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 87

782. Plaintiff SEA-LARK ENTERPRISES, INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

783. Upon information and belief, prior to January 7, 1963, Alan Schackner & Gloria Shayne who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "TELL THE MOON TO GO TO SLEEP"

784. The musical composition contains a large amount of material wholly original with said Alan Schackner & Gloria Shayne and is copyrightable subject matter under the laws of the United States.

785. Prior to January 7, 1963 said Alan Schackner & Gloria Shayne duly assigned to SEA-LARK ENTERPRISES, INC. all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

786. On or about May 10, 1961, Plaintiff SEA-LARK ENTERPRISES, INC. duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated January 7, 1963 , identified as follows: "Class Eu 752018".

787. Since January 7, 1963, Plaintiff SEA-LARK ENTERPRISES, INC. has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

788. On or about December 21, 1964, Plaintiff SEA-LARK ENTERPRISES, INC. and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

789. Plaintiff hereby repeats and realleges with respect to Count 37 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

790. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

791. Plaintiff ARCH MUSIC CO., INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

792. Upon information and belief, prior to November 7, 1961, Aaron Schroeder who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "THE ANGELS GOT TOGETHER".

793. The musical composition contains a large amount of material wholly original with said Aaron Schroeder and is copyrightable subject matter under the laws of the United States.

794. Prior to November 7, 1961 said Aaron Schroeder assigned to ARCH MUSIC CO., INC. all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

795. On or about May 10, 1961, Plaintiff ARCH MUSIC CO., INC. duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated November 7, 1961 , identified as follows: "Class Eu 694401". 188a

796. Since November 7, 1961, Plaintiff ARCH MUSIC CO., INC. has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

797. On or about December 21, 1964, Plaintiff ARCH MUSIC CO., INC. and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

798. Plaintiff hereby repeats and realleges with respect to Count 88 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

799. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 90

800. Plaintiff SEA-LARK ENTERPRISES, INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

801. Upon information and belief, prior to July 3, 1963, Mel Mandel and Norman Sachs who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "THE BALLAD OF AURA MAE".

802. The musical composition contains a large amount of material wholly original with said Mel Mandel and Norman Sachs and is copyrightable subject matter under the laws of the United States.

803. Prior to July 3, 1963 said Mel Mandel and Norman Sachs duly assigned to SEA-LARK ENTERPRISES, INC. all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

804. On or about May 10, 1961, Plaintiff SEA-LARK ENTERPRISES, INC. duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated July 3, 1963 , identified as follows: "Class Eu 781525". 190a

805. Since July 3, 1963, Plaintiff SEA-LARK ENTERPRISES, INC. has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

806. On or about December 22,1964, Plaintiff SEA-LARK ENTERPRISES, INC. and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

807. Plaintiff hereby repeats and realleges with respect to Count 90 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

808. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

809. Plaintiff ARCH MUSIC CO., INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

810. Upon information and belief, prior to September 19, 1964, Burt Bacharach & Hal David who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "THE FOOL KILLER".

811. The musical composition contains a large amount of material wholly original with said Burt Bacharach & Hal David and is copyrightable subject matter under the laws of the United States.

812. Prior to September 19, 1964 said Burt Bacharach & Hal David duly assigned to ARCH MUSIC CO., INC. all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

813. On or about May 10, 1961, Plaintiff ARCH MUSIC CO., INC. duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated September 19, 1964 , identified as follows: "Class Eu 844710".

314. Since September 19,1964, Plaintiff ARCH MUSIC CO., INC. has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

315. On or about December 30,1964 , Plaintiff ARCH MUSIC CO., INC. and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

316. Plaintiff hereby repeats and realleges with respect to Count 91 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

317. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 92

818. Plaintiff ARCH MUSIC CO., INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

819. Upon information and belief, prior to May 18, 1962, Burt Bacharach & Hal David who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "(THERE GOES) THE FORGOTTON MAN".

820. The musical composition contains a large amount of material wholly original with said Burt Bacharach & Hal David and is copyrightable subject matter under the laws of the United States.

821. Prior to May 18, 1962 said Burt Bacharach & Hal David duly assigned to ARCH MUSIC CO., INC. all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

822. On or about May 10, 1961, Plaintiff ARCH MUSIC CO., INC. duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated May 18, 1962 , identified as follows: "Class Eu 719976".

823. Since May 18, 1962, Plaintiff ARCH MUSIC CO., INC. has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

824. On or about December 22, 1964 Plaintiff ARCH MUSIC CO., INC. and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

825. Plaintiff hereby repeats and realleges with respect to Count 92 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

826. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 93

827. Plaintiff SEA-LARK ENTERPRISES, INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

828. Upon information and belief, prior to June 11, 1964, Bob Brass, Irwin Levine & Al Kooper who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "THE LAST TWO PEOPLE ON EARTH".

829. The musical composition contains a large amount of material wholly original with said Bob Brass, Irwin Levine & Al Kooper and is copyrightable subject matter under the laws of the United States.

830. Prior to June 11, 1964 said Bob Brass, Irwin Levine & Al Kooper duly assigned to SEA-LARK ENTERPRISES, INC. all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

831. On or about May 10, 1961, Plaintiff SEA-LARK ENTERPRISES, INC. duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated June 11, 1964, identified as follows: "Class Eu 829987".

832. Since June 11, 1964, Plaintiff SEA-LARK ENTERPRISES, INC. has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

833. On or about October 27,1964, Plaintiff SEA-LARK ENTERPRISES, INC. and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

834. Plaintiff hereby repeats and realleges with respect to Count 93 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

835. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

836. Plaintiff JANUARY MUSIC CORPORATION hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

837. Upon information and belief, prior to March 12, 1963, Neval Nader & Mark Barkan who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "THE SHIP TRUE LOVE GOODBYE"

838. The musical composition contains a large amount of material wholly original with said Neval Nader & Mark Barkan and is copyrightable subject matter under the laws of the United States.

839. Prior to March 12, 1963 said Neval Nader & Mark Barkan duly assigned to JANUARY MUSIC CORPORATION all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

840. On or about May 10, 1961, Plaintiff JANUARY MUSIC CORPORATION duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated March 12, 1963 , identified as follows: "Class Eu 761799".

841. Since March 12, 1963, Plaintiff JANUARY MUSIC CORPORATION has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

842. On or about December 21, 1964 , Plaintiff JANUARY MUSIC CORPORATION and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

843. Plaintiff hereby repeats and realleges with respect to Count 94 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

844. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

845. Plaintiff SEA-LARK ENTERPRISES, INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

846. Upon information and belief, prior to April 4, 1963, William Simmons who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "THE YEAR THAT GAVE ME YOU"

847. The musical composition contains a large amount of material wholly original with said William Simmons and is copyrightable subject matter under the laws of the United States.

848. Prior to April 4, 1963 said William Simmons duly assigned to SEA-LARK ENTERPRISES, INC. all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

849. On or about May 10, 1961, Plaintiff SEA-LARK ENTERPRISES, INC. duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated April 4, 1963 , identified as follows: "Class Eu 764961".

850. Since April 4, 1963, Plaintiff SEA-LARK ENTERPRISES, INC. has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

851. On or about December 22, 1964, Plaintiff SEA-LARK ENTERPRISES, INC. and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

852. Plaintiff hereby repeats and realleges with respect to Count 95 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

853. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

854. Plaintiff ARCH MUSIC CO., INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

855. Upon information and belief, prior to July 3, 1963, Aaron Schroeder and Wally Gold who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "THOSE EYES O' LIZA JANE".

856. The musical composition contains a large amount of material wholly original with said Aaron Schroeder and Wally Gold and is copyrightable subject matter under the laws of the United States.

857. Prior to July 3, 1963 said Aaron Schroeder and Wally Gold duly assigned to ARCH MUSIC CO., INC. all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

858. On or about May 10, 1961, Plaintiff ARCH MUSIC CO., INC. duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated July 3, 1963 , identified as follows: "Class Eu 788146".

858a. Since July 3, 1963, Plaintiff ARCH MUSIC CO., INC. has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

858b. On or about December 22, 1964 Plaintiff ARCH MUSIC CO., INC. and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

858c. Plaintiff hereby repeats and realleges with respect to Count 96 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

858d. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

859. Plaintiff JANUARY MUSIC CORPORATION hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

860. Upon information and belief, prior to November 20, 1963, Jimmy Radcliffe and Bob Halley who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "THREE ROOMS WITH RUNNING WATER".

861. The musical composition contains a large amount of material wholly original with said Jimmy Radcliffe & Bob Halley and is copyrightable subject matter under the laws of the United States.

862. Prior to November 20, 1963 said Jimmy Radcliffe & Bob Halley duly assigned to JANUARY MUSIC CORPORATION all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

863. On or about May 10, 1961, Plaintiff JANUARY MUSIC CORPORATION duly complied in all respects with [illegible] of March 4, 1909, and secured in its own name [illegible] privileges in and to the copyright [illegible] musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated November 20, 1963 , identified as follows: "Class Eu 802156".

864. Since November 20, 1963, Plaintiff JANUARY MUSIC CORPORATION has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

865. On or about October 28, 1964, , Plaintiff JANUARY MUSIC CORPORATION and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

866, Plaintiff hereby repeats and realleges with respect to Count 97 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

867. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 98

868. Plaintiff ARCH MUSIC CO., INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

869. Upon information and belief, prior to September 9, 1959, Aaron Schroeder and Wally Gold who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "TIME AND THE RIVER".

870. The musical composition contains a large amount of material wholly original with said Aaron Schroeder and Wally gold and is copyrightable subject matter under the laws of the United States.

871. Prior to September 9,1959,said Aaron Schroeder and Wally Gold duly assigned to ARCH MUSIC CO., INC. all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

872. On or about May 10, 1961, Plaintiff ARCH MUSIC CO., INC. duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated September 9, 1959 , identified as follows: "Class Eu 593244".

873. Since September 9, 1959, Plaintiff ARCH MUSIC CO., INC. has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

874. On or about December 21, 1964, Plaintiff ARCH MUSIC CO., INC. and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

875. Plaintiff hereby repeats and realleges with respect to Count 98 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

876. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

877. Plaintiff SEA-LARK ENTERPRISES, INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

878. Upon information and belief, prior to August 10, 1960, Gene Pitney & Aaron Schroeder who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "TODAY'S TEARDROPS".

879. The musical composition contains a large amount of material wholly original with said Gene Pitney and Aaron Schroeder and is copyrightable subject matter under the laws of the United States.

880. Prior to August 10, 1960 said Gene Pitney and Aaron Schroeder duly assigned to SEA-LARK ENTERPRISES, INC. all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

881. On or about May 10, 1961, Plaintiff SEA-LARK ENTERPRISES, INC. duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated August 10, 1960 , identified as follows: "Class Eu 635679".

882. Since August 10, 1960, Plaintiff SEA-LARK ENTERPRISES, INC. has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

883. On or about December 21, 1964 , Plaintiff SEA-LARK ENTERPRISES, INC. and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

884. Plaintiff hereby repeats and realleges with respect to Count 99 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

885. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

886. Plaintiff SEA-LARK ENTERPRISES, INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

887. Upon information and belief, prior to September 10, 1962, Norman Sachs & Mel Mandel who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "TOWER-TALL".

888. The musical composition contains a large amount of material wholly original with said Norman Sachs & Mel Mandel and is copyrightable subject matter under the laws of the United States.

889. Prior to September 10,1962 said Norman Sachs & Mel Mandel duly assigned to SEA-LARK ENTERPRISES, INC. all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

890. On or about May 10, 1961, Plaintiff SEA-LARK ENTERPRISES, INC. duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated September 10, 1962 , identified as follows: "Class Eu 736406".

891. Since September 10, 1962Plaintiff SEA-LARK ENTERPRISES, INC. has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

892. On or about December 21, 1964, Plaintiff SEA-LARK ENTERPRISES, INC. and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

893. Plaintiff hereby repeats and realleges with respect to Count 100 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

894. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

895. Plaintiff ARCH MUSIC CO., INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

896. Upon information and belief, prior to September 10, 1963, Burt Bacharach & Hal David who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "TWENTY FOUR HOURS FROM TULSA".

897. The musical composition contains a large amount of material wholly original with said Burt Bacharach & Hal David and is copyrightable subject matter under the laws of the United States.

898. Prior to September 10,1963 said Burt Bacharach & Hal David duly assigned to ARCH MUSIC CO., INC. all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

899. On or about May 10, 1961, Plaintiff ARCH MUSIC CO., INC. duly complied in all respects with the said Act of March 4, 1909, and secured in its own name [illegible] and privileges in and to the copyright [illegible] work, and

received from the Register of Copyrights a certificate of registration, dated September 10, 1963 , identified as follows: "Class Eu 790388".

900. Since September 10,1963, Plaintiff ARCH MUSIC CO., INC. has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

901. On or about December 21, 1964 , Plaintiff ARCH MUSIC CO., INC. and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

902. Plaintiff hereby repeats and realleges with respect to Count 101 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

903. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight but same will be proferred to this Court at the Trial of this action.

904. Plaintiff ARCH MUSIC CO., INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

905. Upon information and belief, prior to September 13, 1962, Burt Bacharach & Hal David who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "TRUE LOVE NEVER RUNS SMOOTH".

906. The musical composition contains a large amount of material wholly original with said Burt Bacharach & Hal David and is copyrightable subject matter under the laws of the United States.

907. Prior to September 13, 1962 said Burt Bacharach & Hal David duly assigned to ARCH MUSIC CO., INC. all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

908. On or about May 10, 1961, Plaintiff ARCH MUSIC CO., INC. duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated September 13, 1962 , identified as follows: "Class Eu 736964".

909. Since September 12,1962, Plaintiff ARCH MUSIC CO., INC. has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

910. On or about December 21, 1964 , Plaintiff ARCH MUSIC CO., INC. and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

911. Plaintiff hereby repeats and realleges with respect to Count 102 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

912. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 103

913. Plaintiff JANUARY MUSIC CORPORATION hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

914. Upon information and belief, prior to January 24, 1962, Jimmy Radcliffe & Phil Stern who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "TWIST CALYPSO".

915. The musical composition contains a large amount of material wholly original with said Jimmy Radcliffe & Phil Stern and is copyrightable subject matter under the laws of the United States.

916. Prior to January 24, 1962 said Jimmy Radcliffe & Phil Stern duly assigned to JANUARY MUSIC CORPORATION all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

917. On or about May 10, 1961, Plaintiff JANUARY MUSIC CORPORATION duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated January 24, 1962 , identified as follows: "Class Eu 703864".

918. Since January 24, 1962, Plaintiff JANUARY MUSIC CORPORATION has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

919. On or about December 22,1964 , Plaintiff JANUARY MUSIC CORPORATION and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

920. Plaintiff hereby repeats and realleges with respect to Count 103 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

921. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

922. Plaintiff JANUARY MUSIC CORPORATION hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

923. Upon information and belief, prior to September 19, 1960, Gene Pitney who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "TWENTY TWO DAYS"

924. The musical composition contains a large amount of material wholly original with said Gene Pitney and is copyrightable subject matter under the laws of the United States.

925. Prior to September 19, 1960 said Gene Pitney duly assigned to JANUARY MUSIC CORPORATION all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

926. On or about May 10, 1961, Plaintiff JANUARY MUSIC CORPORATION duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated September 19, 1960 , identified as follows: "Class Eu 640314".

927. Since September 19, 1960, Plaintiff JANUARY MUSIC CORPORATION has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

928. On or about December 21, 1964, Plaintiff JANUARY MUSIC CORPORATION and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

929. Plaintiff hereby repeats and realleges with respect to Count 104 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

930. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

931. Plaintiff SEA-LARK ENTERPRISES, INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

932. Upon information and belief, prior to June 4, 1963, Gloria Shayne who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled WHAT I WANT (I CAN NEVER HAVE)

933. The musical composition contains a large amount of material wholly original with said Gloria Shayne and is copyrightable subject matter under the laws of the United States.

934. Prior to June 4, 1963 said Gloria Shayne duly assigned to SEA-LARK ENTERPRISES, INC. all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

935. On or about May 10, 1961, Plaintiff SEA-LARK ENTERPRISES, INC. duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated June 4, 1963, identified as follows: "Class Eu 774372".

936. Since June 4, 1963, Plaintiff SEA-LARK ENTERPRISES, INC. has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

937. On or about October 28, 1964, Plaintiff SEA-LARK ENTERPRISES, INC. and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

938. Plaintiff hereby repeats and realleges with respect to Count 105 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

939. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

940. Plaintiff SEA-LARK ENTERPRISES, INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

941. Upon information and belief, prior to January 2, 1962, Stephen Schlaks & Robert Glazer who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "WHAT GOOD ARE DREAMS?"

942. The musical composition contains a large amount of material wholly original with said Stephen Schlaks & Robert Glazer and is copyrightable subject matter under the laws of the United States.

943. Prior to January 2, 1962 said Stephen Schlaks & Robert Glazer duly assigned to SEA-LARK ENTERPRISES, INC. all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

944. On or about May 10, 1961, Plaintiff SEA-LARK ENTERPRISES, INC. duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated January 2, 1962 , identified as follows: "Class Eu 700838".

945. Since January 2, 1962, Plaintiff SEA-LARK ENTERPRISES, INC. has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

946. On or about Dcember 22,1964 , Plaintiff SEA-LARK ENTERPRISES, INC. and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

947. Plaintiff hereby repeats and realleges with respect to Count 106 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

948. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

949. Plaintiff SEA-LARK ENTERPRISES, INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

950. Upon information and belief, prior to January 2, 1962, Kenny Dino who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "WHAT DID I DO?"

951. The musical composition contains a large amount of material wholly original with said Kenny Dino and is copyrightable subject matter under the laws of the United States.

952. Prior to January 2, 1962 said Kenny Dino duly assigned to SEA-LARK ENTERPRISES, INC. all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

953. On or about May 10, 1961, Plaintiff SEA-LARK ENTERPRISES, INC. duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated January 2, 1962 , identified as follows: "Class Eu 700837".

954. Since January 2, 1962, Plaintiff SEA-LARK ENTERPRISES, INC. has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

955. On or about December 22, 1964, Plaintiff SEA-LARK ENTERPPISES, INC. and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

956. Plaintiff hereby repeats and realleges with respect to Count 107 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

957. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

958. Plaintiff JANUARY MUSIC CORPORATION hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

959. Upon information and belief, prior to August 9, 1962, Larry Kusik & Jimmy Radcliffe who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "WHAT'S FOR DESSERT".

960. The musical composition contains a large amount of material wholly original with said Larry Kusik & Jimmy Radcliffe and is copyrightable subject matter under the laws of the United States.

961. Prior to August 9, 1962 said Larry Kusik & Jimmy Radcliffe duly assigned to JANUARY MUSIC CORPORATION all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

962. On or about May 10, 1961, Plaintiff JANUARY MUSIC CORPORATION duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

... from the Register of Copyrights a certificate of registration, dated August 9, 1962, identified as follows: "Class Eu 732363".

963. Since August 9, 1962, Plaintiff JANUARY MUSIC CORPORATION has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

964. On or about December 22, 1964, Plaintiff JANUARY MUSIC CORPORATION and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

965. Plaintiff hereby repeats and realleges with respect to Count 10[illegible] each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

966. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

967. Plaintiff JANUARY MUSIC CORPORATION hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

968. Upon information and belief, prior to January 13, 1965, Gene Pitney who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "WHEN YOU MEET MARIANNE"

969. The musical composition contains a large amount of material wholly original with said Gene Pitney and is copyrightable subject matter under the laws of the United States.

970. Prior to January 13, 1965 said Gene Pitney duly assigned to JANUARY MUSIC CORPORATION all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

971. On or about May 10, 1961, Plaintiff JANUARY MUSIC CORPORATION duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated January 13, 1965 , identified as follows: "Class Eu 861405".

972. Since January 13, 1965 Plaintiff JANUARY MUSIC CORPORATION has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

973. On or about January 17,1965 , Plaintiff JANUARY MUSIC CORPORATION and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

974. Plaintiff hereby repeats and realleges with respect toCount 109 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

975. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 110

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976. Plaintiff JANUARY MUSIC CORPORATION hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

977. Upon information and belief, prior to August 9, 1962, Jimmy Radcliffe, A. Schroeder & Wally Gold who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "WHO DO YOU TAKE AFTER".

978. The musical composition contains a large amount of material wholly original with said Jimmy Radcliffe, A. Schroeder and Wally Gold and is copyrightable subject matter under the laws of the United States.

979. Prior to August 9, 1962 said Jimmy Radcliffe, A. Schroeder and Wally Gold duly assigned to JANUARY MUSIC CORPORATION all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

980. On or about May 10, 1961, Plaintiff JANUARY MUSIC CORPORATION duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated August 9, 1962 , identified as follows: "Class Eu 732364".

981. Since August 9, 1962, Plaintiff JANUARY MUSIC CORPORATION has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

982. On or about December 22, 1964, Plaintiff JANUARY MUSIC CORPORATION and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

983. Plaintiff hereby repeats and realleges with respect to Count 110 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

984. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

985. Plaintiff JANUARY MUSIC CORPORATION hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

986. Upon information and belief, prior to April 4, 1961, Laraine Darby and Joy Darby who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "YA GOTTA'"

987. The musical composition contains a large amount of material wholly original with said Laraine Darby and Joy Darby and is copyrightable subject matter under the laws of the United States.

988. Prior to April 4, 1961 said Laraine Darby and Joy Darby duly assigned to JANUARY MUSIC CORPORATION all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

989. On or about May 10, 1961, Plaintiff JANUARY MUSIC CORPORATION duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated April 4, 1961 , identified as follows: "Class Eu 665016".

990. Since April 4, 1961, Plaintiff JANUARY MUSIC CORPORATION has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

991. On or about December 22, 1964, Plaintiff JANUARY MUSIC CORPORATION and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights granted and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

992. Plaintiff hereby repeats and realleges with respect to Count 111 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

993. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

994. Plaintiff SEA-LARK ENTERPRISES, INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

995. Upon information and belief, prior to September 26, 1963, A. Schroeder, Wally Gold, Carl Spencer and Al Cleveland who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "YESTERDAY'S HERO".

996. The musical composition contains a large amount of material wholly original with said A. Schroeder, Wally Gold, Carl Spencer & Al Cleveland and is copyrightable subject matter under the laws of the United States.

997. Prior to September 26, 1963 said A. Schroeder, Wally Gold, Carl Spencer & Al Cleveland duly assigned to SEA-LARK ENTERPRISES, INC. all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

998. On or about May 10, 1961, Plaintiff SEA-LARK ENTERPRISES, INC. duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

received from the Register of Copyrights a certificate of registration, dated September 26, 1963 , identified as follows: "Class Eu 791629".

999. Since September 26, 1963, Plaintiff SEA-LARK ENTERPRISES, INC. has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

1000. On or about December 21, 1964, Plaintiff SEA-LARK ENTERPRISES, INC. and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

1001. Plaintiff hereby repeats and realleges with respect to Count 112 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

1002. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 113

1003. Plaintiff SEA-LARK ENTERPRISES, INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

1004. Upon information and belief, prior to August 10, 1961, Stephen Schlaks & Bob Glazer who then was/were and ever since has/have been a citizen(s) of the United States, created and wrote an original musical composition entitled "YOUR MA SAID YOU CRIED"

1005. The musical composition contains a large amount of material wholly original with said Stephen Schlaks & Bob Glazer and is copyrightable subject matter under the laws of the United States.

1006. Prior to August 10, 1961 said Stephen Schlaks & Bob Glazer duly assigned to SEA-LARK ENTERPRISES, INC. all right, title and interest in said musical composition and the right to secure copyright therefor in its name.

1007. On or about May 10, 1961, Plaintiff SEA-LARK ENTERPRISES, INC. duly complied in all respects with the said Act of March 4, 1909, and secured in its own name the exclusive rights and privileges in and to the copyright of the said musical composition as an unpublished work, and

-ved from the Register of Copyrights a certificate of registration, dated August 10, 1961 , identified as follows: "Class Eu 682568".

1008. Since August 10, 1961 Plaintiff SEA-LARK ENTERPRISES, INC. has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

1009. On or about December 22, 1964, Plaintiff SEA-LARK ENTERPRISES, INC. and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

1010. Plaintiff hereby repeats and realleges with respect to Count 113 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

1011. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 114

1012. Plaintiff SEA-LARK ENTERPRISES, INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

1013. Upon information and belief, prior to February 16, 1962, Robert Feldman, G.Goldstein & I.D.Schneider who then was/were and ever since has/have been a citizen(s) of the United States created and wrote an original musical composition entitled "CHUBBY ISN'T CHUBBY ANYMORE"

1014. The musical composition contains a large amount of material wholly original with said Robert Feldman, Gerry Goldstein & Irwin D. Schneider and is copyrightable subject matter under the laws of the United States.

1015. On information and belief, prior to February 16, 1962 said R.Feldman, G.Goldstein & I.D.Schneider duly assigned to BOB & JERRY MUSIC, INC. all right, title and interest in said musical composition and the right to secure copyright therefor in its own name.

1015. On information and belief, on February 16, 1962 said BOB & JERRY MUSIC, INC. duly complied in all respects with the said Act of March 4, 1901 and secured in its own name the exclusive rights and privileges in and to said musical composition, and received from the Registrar of Copyrights a Certificate of Registration dated identified as follows: "Class Eu 696243".

1017. On information and belief, after **February** 238a
16,1962 said **BOB & JERRY MUSIC, INC.**
duly assigned to **SEA-LARK ENTERPRISES, INC.**
all its right, title and interest in said musical composition.

1018. Since **February 16, 1962,** Plaintiff **SEA-LARK ENTERPRISES, INC.** has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

1019. On or about **December 22, 1964,** Plaintiff **SEA-LARK ENTERPRISES,INC.** and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

1020. Plaintiff hereby repeats and realleges with respect to **Count 114** each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

1021. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

1022. Plaintiff JANUARY MUSIC CORPORATION hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

1023. Upon information and belief, prior to November 10, 1964, Joe Meek who then was/were and ever since has/have been a citizen(s) of the United Kingdom created and wrote an original musical composition entitled "LIPS WERE REDDER ON YOU".

1024. The musical composition contains a large amount of material wholly original with said Joe Meek and is copyrightable subject matter under the laws of the United States.

1025. On information and belief, prior to November 10, 1964 said Joe Meek duly assigned to SYDNEY BRON MUSIC CO., LTD. all right, title and interest in said musical composition and the right to secure copyright therefor in its own name.

1026. On information and belief, on November 10, 1964 said SYDNEY BRON MUSIC CO., LTD. duly complied in all respects with the said Act of March 4, 1901 and secured in its own name the exclusive rights and privileges in and to said musical composition, and received from the Registrar of Copyrights a Certificate of Registration dated November 10, 1964 identified as follows: "Class Eu 852778".

1027. On information and belief, after November 10,1964, said SYDNEY BRON MUSIC CO., LTD. duly assigned to JANUARY MUSIC CORPORATION all its right, title and interest in said musical composition.

1028. Since November 10, 1964, Plaintiff JANUARY MUSIC CORPORATION has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

1029. On or about October 27, 1964, Plaintiff JANUARY MUSIC CORPORATION and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

1030. Plaintiff hereby repeats and realleges with respect to Count 115 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

1031. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 116

1032. Plaintiff SEA-LARK ENTERPRISES, INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

1033. Upon information and belief, prior to July 18, 1961, Bob Halley who then was/were and ever since has/have been a citizen(s) of the United States created and wrote an original musical composition entitled "MY HEART, YOUR HEART".

1034. The musical composition contains a large amount of material wholly original with said Bob Halley and is copyrightable subject matter under the laws of the United States.

1035. On information and belief, prior to July 18, 1961 said Bob Halley duly assigned to PUB MUSIC CORPORATION all right, title and interest in said musical composition and the right to secure copyright therefor in its own name.

1036. On information and belief, on July 18, 1961 said PUB MUSIC CORPORATION duly complied in all respects with the said Act of March 4, 1901 and secured in its own name the exclusive rights and privileges in and to said musical composition, and received from the Registrar of Copyrights a Certificate of Registration dated July 18, 1961 identified as follows: "Class Eu 678956".

1037. On information and belief, after August 7, 1962 said PUB MUSIC CORPORATION duly assigned to SEA-LARK ENTERPRISES, INC. all its right, title and interest in said musical composition.

1038. Since August 7, 1962 Plaintiff SEA-LARK ENTERPRISES, INC. has been and still is the sole proprietor of all rights title and interest in and to said copyright in said musical composition.

1039. On or about December 21, 1964, Plaintiff SEA-LARK ENTERPRISES, INC. and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

1040. Plaintiff hereby repeats and realleges with respect to Count 116 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

1041. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 117

1042. Plaintiff SEA-LARK ENTERPRISES, INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

1043. Upon information and belief, prior to February 16, 1962, R. FELDMAN, G. GOLDSTEIN & I.D. SCHNEIDER who then was/were and ever since has/have been a citizen(s) of the United States created and wrote an original musical composition entitled "NURSERY RHYME FOLK".

1044. The musical composition contains a large amount of material wholly original with said R. Feldman, G. Goldstein and Irwin D. Schneider and is copyrightable subject matter under the laws of the United States.

1045. On information and belief, prior to February 16, 1962 said R.Feldman, G. Goldstein & I.D. Schneider duly assigned to BOB & JERRY MUSIC, INC. all right, title and interest in said musical composition and the right to secure copyright therefor in its own name.

1046. On information and belief, on February 16, 1962 said BOB & JERRY MUSIC, INC. duly complied in all respects with the said Act of March 4, 1901 and secured in its own name the exclusive rights and privileges in and to said musical composition, and received from the Registrar of Copyrights a Certificate of Registration dated identified as follows: "Class Eu 696242".

1047. On information and belief, after February 16,1962, said BOB & JERRY MUSIC, INC. duly assigned to SEA-LARK ENTERPRISES, INC. all its right, title and interest in said musical composition. 244a

1048. Since February 16, 1962, Plaintiff SEA-LARK ENTERPRISES, INC. has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

1049. On or about December 22, 1964, Plaintiff SEA-LARK ENTERPRISES, INC. and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

1050. Plaintiff hereby repeats and realleges with respect to Count 117 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

1051. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 118

1052. Plaintiff SEA-LARK ENTERPRISES, INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

1053. Upon information and belief, prior to October 8, 1964, E. Ciacci, Giangrano who then was/were and ever since has/have been a citizen(s) of Italy created and wrote an original musical composition entitled "MIA RAGAZZA"

1054. The musical composition contains a large amount of material wholly original with said E. Ciacci, Giangrano and is copyrightable subject matter under the laws of the United States.

1055. On information and belief, prior to October 8, 1964, said E. Ciacci & Giangrano duly assigned to Durium, S.P.A. all right, title and interest in said musical composition and the right to secure copyright therefor in its own name.

1056. On information and belief, on October 8, 1964 said DURIUM, S.P.A duly complied in all respects with the said Act of March 4, 1901 and secured in its own name the exclusive rights and privileges in and to said musical composition, and received from the Registrar of Copyrights a Certificate of Registration dated October 8,1964 identified as follows: "Class Eu 843308".

1057. On information and belief, after said DURIUM, SPA duly assigned to SEA-LARK ENTERPRISES, INC. its right, title and interest in said musical composition.

1058. Since Plaintiff SEA-LARK ENTERPRISES, INC. has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

1059. On or about October 28, 1964 Plaintiff SEA-LARK ENTERPRISES, INC. and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

1060. Plaintiff hereby repeats and realleges with respect to Count 118 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

1061. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

1062. Plaintiff SEA-LARK ENTERPRISES, INC. hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

1063. Upon information and belief, prior to February 27, 1961, Ernest Tucker who then was/were and ever since has/have been a citizen(s) of the United States created and wrote an original musical composition entitled "TELEPHONE ME SOME LOVIN'"

1064. The musical composition contains a large amount of material wholly original with said Ernest Tucker and is copyrightable subject matter under the laws of the United States.

1065. On information and belief, prior to February 27, 1961 said Ernest Tucker duly assigned to MATAWAN MUSIC PUBLISHING CO. all right, title and interest in said musical composition and the right to secure copyright therefor in its own name.

1066. On information and belief, on February 27, 1961 said MATAWAN MUSIC PUBLISHING CO. duly complied in all respects with the said Act of March 4, 1901 and secured in its own name the exclusive rights and privileges in and to said musical composition, and received from the Registrar of Copyrights a Certificate of Registration dated February 27, 1961 identified as follows: "Class Eu 659733"

1067. On information and belief, after said MATAWAN MUSIC PUBLISHING CO. duly assigned to SEA-LARK ENTERPRISES, INC. all its right, title and interest in said musical composition.

1068. Since Plaintiff SEA-LARK ENTERPRISES, INC. has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

1069. On or about December 22, 1964 Plaintiff SEA-LARK ENTERPRISES, INC. and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

1070. Plaintiff hereby repeats and realleges with respect to Count 119 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

1071. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 120

1072. Plaintiff JANUARY MUSIC CORPORATION hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

1073. Upon information and belief, prior to January 16, 1964, Michael Jagger & Keith Richard who then was/were and ever since has/have been a citizen(s) of t ited Kingdom created and wrote an original musical composition entitled "THAT GIRL BELONGS TO YESTERDAY".

1074. The musical composition contains a large amount of material wholly original with said Michael Jagger & Keith Richard and is copyrightable subject matter under the laws of the United States.

1075. On information and belief, prior to January 16, 1964 said Michael Jagger & Keith Richard duly assigned to PITFIELD MUSIC, INC. all right, title and interest in said musical composition and the right to secure copyright therefor in its own name.

1076. On information and belief, on January 16, 1964 said PITFIELD MUSIC, INC. duly complied in all respects with the said Act of March 4, 1901 and secured in its own name the exclusive rights and privileges in and to said musical composition, and received from the Registrar of Copyrights a Certificate of Registration dated January 16, 1964 identified as follows: "Class Eu 807181".

1077. On information and belief, after May 29, 1964 said PITFIELD MUSIC, INC. duly assigned to JANUARY MUSIC CORPORATION all its right, title and interest in said musical composition.

1078. Since May 29, 1964, Plaintiff JANUARY MUSIC CORPORATION has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

1079. On or about June 23, 1965, Plaintiff JANUARY MUSIC CORPORATION and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

1080. Plaintiff hereby repeats and realleges with respect to Count 120 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

1081. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

COUNT 121

1082. Plaintiff JANUARY MUSIC CORPORATION hereby repeats and realleges each and every allegation contained in paragraphs "1", "2", "3" and "4" hereof, with the same force and effect as if herein fully set forth.

1083. Upon information and belief, prior to February 10, 1964, Robin Conrad and Len Beadle who then was/were and ever since has/have been a citizen(s) of the United Kingdom created and wrote an original musical composition entitled "WHO NEEDS IT".

1084. The musical composition contains a large amount of material wholly original with said Robin Conrad and Len Beadle and is copyrightable subject matter under the laws of the United States.

1085. On information and belief, prior to February 10, 1964said Robin Conrad and Len Beadle duly assigned to PITFIELD MUSIC, INC. all right, title and interest in said musical composition and the right to secure copyright therefor in its own name.

1086. On information and belief, on February 10, 1964 said PITFIELD MUSIC, INC. duly complied in all respects with the said Act of March 4, 1901 and secured in its own name the exclusive rights and privileges in and to said musical composition, and received from the Registrar of Copyrights a Certificate of Registration dated February 10, 1964 identified as follows: "Class Eu 210035".

1087. On information and belief, after May 29, 1964 said PITFIELD MUSIC, INC. duly assigned to JANUARY MUSIC CORPORATION all its right, title and interest in said musical composition.

1088. Since May 29, 1964 Plaintiff JANUARY MUSIC CORPORATION has been and still is the sole proprietor of all rights, title and interest in and to said copyright in said musical composition.

1089. On or about February 10, 1964, Plaintiff JANUARY MUSIC CORPORATION and Defendant MUSICOR RECORD CORPORATION entered into an agreement whereby said Plaintiff permitted Defendant MUSICOR RECORD CORPORATION to use said musical composition upon the parts of instruments serving to reproduce mechanically said musical works. It was agreed and understood between the parties to the aforesaid agreement that, except as modified by that agreement, the rights and obligations created therein would be those rights created and those obligations imposed by Section 1(e) of the Copyright Act. Thereafter Plaintiff filed a Notice of Use on Mechanical Instruments as required by Section 1(e) of the Copyright Act.

1090. Plaintiff hereby repeats and realleges with respect to Count 121 each and every allegation contained in paragraphs "11", "12", "13", "14", "15" and "16" hereof, with the same force and effect as if herein fully set forth.

1091. It is not feasible to annex copies of Plaintiff's copyrighted musical composition, the infringing musical reproduction or other documents referred to herein because of its bulk, size and weight, but same will be proferred to this Court at the Trial of this action.

WHEREFORE, Plaintiffs JANUARY MUSIC CORPORATION, ARCH MUSIC CO., INC. and SEA-LARK ENTERPRISES, INC. demand judgement as follows:

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1. That Defendants, its agents, servants and employees be enjoined during the pendency of this action and permanently from infringing in any manner upon the rights of Plaintiffs in and to the copyrights of the aforesaid musical compositions.

2. That Defendants be required to deliver up, subject to the further order of the Court, all articles and things in their possession or under their control, which infringe upon Plaintiffs' copyrights in the aforesaid musical compositions as well as all plates, molds and other matter for making such infringing copies.

3. That Defendants be required to account, under oath for, and pay to Plaintiffs, the sum of eight (8¢) cents on each part of an instrument reproducing mechanically each of Plaintiffs' copyrighted musical compositions which were manufactured by said Defendants.

4. That Defendants be required to pay to Plaintiffs such damages as Plaintiffs have sustained in consequence of Defenants' infringements as hereinabove set forth, and to account for all gains, profits and advantages derived by Defendants from such infringements or such damages as to the Court shall appear proper within the provisions of the Copyright Act, but in any event less than Two Hundred Fifty ($250.) Dollars for each such infringement.

5. That Defendants be required to pay to Plaintiffs the damages sustained by said Plaintiffs as a result of Defendants' interference with said Plaintiffs' business property and unfair trade practices and unfair competition, in the sum of One Hundred Thousand ($100,000.) Dollars as a consequence of Defendants' unlawful and unauthorized acts as hereinabove set forth.

6. That Defendants pay to Plaintiffs their costs of this action and a reasonable counsel fee.

7. That Plaintiffs have such other and further relief as is just.

NEIL BOORSTYN

A Member of the Firm of
Hofer & Boorstyn
Attorneys for Plaintiffs
221 West 57th Street
New York, N.Y. 10019
JU 2-5030

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

- -

JANUARY MUSIC CORPORATION,
ARCH MUSIC CO., INC. and
SEALARK ENTERPRISES, INC.,

Plaintiffs,

against

ANSWER

MUSICOR RECORD CORPORATION,
ART TALMADGE, MALVERNE
RECORD DISTRIBUTORS, INC.,
MUTUAL DISTRIBUTORS, INC.
and MAIN LINE RECORDS, INC.,

Defendants.

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The Defendants by their attorneys Beldock & Kushnick for their answer to the complaint herein respectfully allege:

1. Deny knowledge and information sufficient to form a belief concerning the allegations of Paragraphs 1, 2, 5, 6, 7, 8, 9, 10, 17, 19, 20, 21, 22, 23, 24, 26, 28, 29, 30, 31, 32, 33, 35, 36, 37, 38, 39, 40, 41, 42, 44, 45, 46, 47, 48, 49, 50, 51, 53, 54, 55, 56, 57, 58, 59, 60, 62, 63, 64, 65, 66, 67, 68, 69, 71, 72, 73, 74, 75, 76, 77, 78, 80, 81, 82, 83, 84, 85, 86, 87, 89, 90, 91, 92, 93, 94, 95, 96, 98, 99, 100, 101, 102, 103, 104, 105, 107, 108, 109, 110, 111, 112, 113, 114, 116, 117, 118, 119, 120, 121, 122, 123, 125, 126, 127, 128, 129, 130, 131, 132, 134, 135, 136, 137, 138, 139, 140, 141, 143, 144, 145, 146, 147, 148, 149, 150, 152, 153, 154, 155, 156, 157, 158, 159, 161, 162, 163, 164, 165, 166, 167, 168, 170, 171, 172, 173, 174, 175, 176, 177, 179, 180, 181, 182, 183, 184, 185, 186, 188, 189, 190, 191, 192, 193, 194, 195, 197, 198, 199, 200, 201, 202, 203, 204, 206, 207, 208, 209, 210, 211, 212, 213, 215, 216, 217, 218, 219, 220, 221, 222, 224, 225, 226, 227, 228,

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2. Deny the allegations contained in Paragraphs 11, 12, 13, 14, 15, 16, 25, 34, 43, 52, 61, 70, 79, 88, 97, 106, 115, 124, 133, 142, 151, 160, 169, 178, 187, 196, 205, 214, 223, 232, 240, 249, 258, 267, 276, 285, 294, 303, 312, 321, 330, 339, 348, 357, 366, 375, 384, 393, 402, 411, 420, 429, 438, 447, 456, 465, 474, 483, 492, 501, 510, 519, 528, 537, 546, 555, 564, 573, 582, 591, 600, 609, 618, 627, 636, 645, 654, 663, 672, 681, 690, 699, 708, 717, 726, 735, 744, 753, 762, 771, 780, 789, 798, 807, 816, 825, 834, 843, 858C, 866, 875, 884, 893, 902, 911, 920, 929, 938, 947, 956, 965, 974, 983, 992, 1001, 1010, , 20, 1030, 1040, 1050, 1060, , 070, 1080, and 1090.

WHEREFORE, defendants, MUSICOR RECORD CORPORATION, ART TALMADGE, MALVERNE RECORD DISTRIBUTORS, INC., MUTUAL DISTRIBUTORS, INC., and MAIN LINE RECORDS, INC., demand judgment dismissing the complaint herein together with the costs and disbursements of this action and for such other and further relief as to this Court is just and proper.

BELDOCK & KUSHNICK
Attorneys for Defendants
720 Fifth Avenue
New York, New York 10019
Tele. No. 246-9600

pgbr 1

January Music Corp. etc.

v. 68 Civ. 4138

Musicor Record Corp. et al, etc.

New York, New York

June 16, 1975
10:00 a.m.

- - -

(Proceedings resumed.)

- - -

Present:

Arnold I. Rich, Esq.

Roy Cohn, Esq.

Howard Beldock, Esq.

- - -

THE COURT: Let me put on the record something which I advised the parties of before and that is the decision and ruling on the defendants' motion to dismiss. I am not going to go into this extensively but I want to make a formal ruling.

There is a motion to dismiss filed by Mr. Cohn on behalf of the defendants seeking to dismiss as to the defendant Art Talmadge on grounds of improper service of process and on grounds of the lack of any individual cause of action against Talmage and then there is a motion to

pgbr 2

dismiss the entire action for want of subject matter jurisdiction.

The motion as to the defendant Talmadge is denied and Iwon't take time to discuss that. The only discussion I will engage in at this point relates to the question of subject matter jurisdiction.

The reason I am denying that motion is that under the case law as I understand it where a license refers to the copyright law, specifically Section 1E of the Copyright Act, and contains provisions substantially tracking the provisions for compulsory licenses in that statute, then a Federal Court has jurisdiction in an action for non-payment of royalties due. Thatrule applies in my view in the present case.

The citations which have been furnished to me which I think are controlling are -- I will mention three cases: Norbay Music v. King Records, 260 Fed 2d 617; Shapiro-Bernstein v. Gabor, 266 Fed. Supp. 613 and Joy Music Co., Inc. v. Seeco Records, 166 Fed. Supp. 549.

That is all the time I will take now on that motion.

MR. COHN: Your Honor, with respect to the motion to dismiss as to Art Talmadge, that, of course, is predicated upon the fact that there is in the pretrial and everything

pgbr 3

we have had up to now there is absolutely no showing of individual responsibility, liability on his part as opposed to his actions as an officer of the corporation in which the plaintiff dealt.

THE COURT: The best way to handle this is at the end of the plaintiffs' case.

If we can get our mechanics worked out, what I would like to do, in order to get this trial done in a day which I think we can do, we are going to have to hold pretty tightly to a format which I want to have based essentially on the stipulation of June 5th and I would like to assume that everybody has in front of them the record of June 5th and I want to refer to pages 162 through 176.

MR. COHN: Is your Honor going to ask us to review the accuracy of the stipulation? I have one comment to make on that.

THE COURT: Yes. What I want to do, I want to take pages 162 beginning at line 6 where it says "It is stipulated".

MR. COHN: I can tell your Honor --

THE COURT: Let me finish. I want to go through 176 line 5.

MR. COHN: Two things --

THE COURT: And cutting out a little bit about

pgbr 4

extraneous wordage that is handed us, that is subject to any corrections a stipulation on which we can base the trial of this action

MR. COHN: 165, line 3. The figure --

THE COURT: It is the wrong figure.

MR. COHN: The defendants contend that this order including the claim of plaintiff was settled for the sum of $17,673.58. The contention of the defendant was that it was settled for $21,151.94 and that subsequent to the settlement we were advised to withhold from the payment 5 per cent, approximately 5 per cent, and to remit $17,673.48 rather than the figure at which it had been settled 21,151.94 But the amount of the settlement which included it was $21,151.94.

THE COURT: We will include that as one of your contentions. I will correct the figure at page 165. I won't try to add that other contention. That is in the record. I have that.

MR. COHN: Page 175, your Honor, this is just a typo. Line 14. I believe the words plaintiffs should be defendants.

THE COURT: Right.

With those corrections I would like to have marked as Court Exhibit A and we will physicaly get the

pgbr 5

Xerox pages 162,line 6 through 176, line 5, with the two corrections which Mr. Cohn has referred to, namely correcting the figure at 165, line 3 and then the word at page 175.

I will have that marked as Court Exhibit A and I will exclude from that the colloquy commencing at 162, line 23 going over to 163, line 5. And Court's Exhibit A will therefore be deemed to be a stipulation of the parties on which we will base the trial.

MR. RICH: Your Honor, I wanted to note with respect to this change that Mr. Cohn referred to in connection with that $17,673.48 figure, that there was a stipulation on that on June 5th and this is now a change from that stipulation. I just want the record to note that.

THE COURT: Mr. Rich --

MR. RICH: My only point is this: On June 5th the defendants say that there was a settlement of the order for $17,673.48. Today they are saying something else. I want the record to reflect that.

THE COURT: There is no reason to take that -- the June 5th meeting was attended on behalf of the defendants by Mr. Steinberg and I really cannot prevent the lawyer for the defendants from making what I regard as a minor change. If we were going to try to abandon the whole stipulation I would have problems but I am not going

pgbr 6

to pause on that. This will be the stipulation.

I would like to take up as the next order of business the way I envision the trial is this: There are certain items of these claims on which certain additional proof is necessary from the plaintiffs to establish a prima facie case. There are certain items on which no further proof is necessary in order to establish a prima facie case because the stipulation established it.

The items on which the plaintiffs have to establish a prima facie case are the $31,300 item referred to at page 167 and when I say -- I am now referring to the stipulation by those pages and I will throughout the trial. The $3,025 item referred to on page 168. The $7,283 item referrred to at pages 172 and 173. The $6,380 item referred to at page 137, the $6,430 item referred to at page 174, and the $3,106 item referred to at page 175.

We had a discussion back in the jury room this morning. I want to cover with you quickly where you are going to go now to establish your prima facie case on those elements.

MR. RICH: I intend to call Mr. Seymour Straus as a witness with regard to all of this.

Your Honor had also indicated by letter a week or two weeks ago that you thought that the proper order might

pgbr 7

be to go into the Fox defense initially and we are prepared to do that.

THE COURT: The way it stacks up to me, you establish your prima facie case of entitlement to royalties under the terms of the licenses as they are expressed. It is then up to the defendants to establish by way of an affirmative defense the following things: That they have a right to vary from the terms of the licenses by means of extrinsic evidence, that is their burden, and their burden if they want to rely on the Fox audit to show accord and satisfaction or payment the burden is on them to make those showings. The Fox audits dont' come up at this point. You go ahead. Are you going to call Mr. Straus?

MR. COHN: Excuse me. There is one thing I have to add. I think there is one basic in the plaintiffs prima facie case that we are overlooking and that is the establishment of the licenses under which the claim is being made.

THE COURT: That is part -- let me elaborate.

MR. COHN: There is a sharp dispute on that obviously. Should I speak to that, your Honor. Here is what the problem is on the licenses. The 95 per cent of the records and the albums involved in this case are covered by licenses which were given to Schroeder, from Schroeder

pgbr 8

to Musicor-United Artists prior to the time Talmadge bought out Schroeder's interest in Musicor. It is the defendants' contention that the controlling licenses in this cas- are the United Artists licenses, all of which provide, if I recall correctly, manufactured and sold rather than manufactured. What the defendant bought when he bought out Schroeder's interest in Musicor was obviously the assignment of these subsisting licenses, United Artists Music Corporation license. He didn't pay $150,000 for nothing.

Apparently, and this is what I mentioned to your Honor when I called and your Honor was kind enough to make arrangements for the meeting early this morning -- apparently what the plaintiff is relying on as I am finally able to understand it, is a claim that United Artists Musicor licenses were in some way superseded in December of 1964 by new licenses which varied the terms of the United Artists licenses-Musicor original licenses covering these same records and also a very small number, I think 6 or 7 licenses in 1965 covering new recordings so that the sharpness of the issue is this:

The plaintiff says this case is controlled by new licenses which they claim became valid licenses as of some date in December 1974 covering these same records.

pgbr 9

The defendants sharply dispute that and say there are no new licenses but that this claim must be predicated under the United Artists-Musicor original licenses governing the recordings in this case.

THE COURT: I have got that.

The thing that was the subject of my memorandum to Mr. Rich last week, it was the subject of some of the comments on June 5th, it was the subject of my discussion with the parties this morning at about 9:15, and was also the subject of my discussion with Mr. Rich last Friday and a letter he wrote to me, all of that related in part to a problem which I was fervently hoping could be solved before we got to Court this morning and apparently it has not and that is this: There are about four of these individual claims in which at least one of the issues is this:

Does the license or do the licenses on which Mr. Rich is relying provide by express terms that the royalties will be due on records manufactured or on records manufactured and sold? Which language, which version, which formula, is in the licenses?

For some reason which I find very frustrating I am sorry to say, apparently -- I was hoping and this was the point of all this pretrial we had, to get what I will

pghr 10

call the mechanical record facts established and then, Mr. Cohn, or Mr. Rich could put on testimony as necessary, but my vision of the case on that issue was that we would walk into court with a stipulation that a particular claim was based upon licenses which said that royalties were due upon records manufactured leaving the issue to be covered by other extrinsic evidence to be put on by Mr. Cohn that despite the precise wording of this particular license there were reasons which should persuade me to vary from that language. That is the framework that I thought we had worked out. Now apparently one of the essential elements of that is missing. We do not have a stipulation as to what the licenses say. And that is what I brought up at 9:15 this morning.

Is there any way -- I don't want to preclude any of the arguments you are making, Mr. Cohn. I realize that will be a subject or maybe the principal subject for the trial but what I had hoped to do to save us from sitting around here while somebody goes through hour after hour listing licenses and amounts due under this and that license I was hoping we would have the trial set up so we would not have to sit here during all that so we can say okay on the assumption that we apply the licenses according to their express terms the plaintiffs are entitled to X amount.

pgbr 11

On the assumpiton that Mr. Cohn and his clients can show evidence to vary from those express terms the claim is beaten.

MR. COHN: No problem. We say there is a problem on something else. Maybe I have not made this clear.

I don't believe that their claim is predicated upon valid licenses. In other words, and this is what I have been trying to find out in the last two weeks. I have been trying to have somebody show me, Mr. Rich in particular, copies of licenses which superseded the United Artists-Musicor licenses covering these same agreements which were agreed to by Mr. Talmadge after he took over Musicor. Apparently the plaintiffs' contention is this: We are entitled to be paid for manufactured rather than manufactured and sold. We heard that a thousand times. The only bais they have for that is saying that the United Artists-Musicor manufactured and sold licenses do not apply because they were superseded by new licenses which were initialed in December of 1964. It has now become apparent to me unless I am wrong that there were in fact no new licenses which were agreed to by Mr. Talmadge as the new president of Musicor in December 1964 so that I would think this as a part of plaintiffs' prima facie case without going over license-by-license, nobody, God

pgbr 12

knows, wants to do that, but Mr. Rich is going to have to offer as an exhibit a batch of licenses and it can all be done exhibit and say these are the licenses under which we are claiming in this case, licenses which say manufactured rather than manufactured and sold except for six exceptions which came about a year later when totally new licenses were issued for totally new records. That is a basis.

THE COURT: I want to take certain claims, Mr. Rich, that relate to this problem and I want to start with those and then I want, I think the best thing to do is to have Mr. Straus on the stand and start to introduce the particular documents you are referring to. Maybe the time will come when we can organize those. Let us start. Let us put him on the stand.

MR. RICH: I am about to do that. I just feel as though I ought to comment very briefly on this.

Our position is that the UA licenses have nothing whatsoever to do with this particular lawsuit. They were licenses issued by the plaintiff to another company. Licenses were then issued to Musicor and it was not until very, very recently, within the last -- a couple of months or so or maybe even up to today that this claim was really put forward stating that the licenses which are the subject of this lawsuit really don't pertain but

pgbr 13

that other licenses which were made a number of years before that do.

THE COURT: The licenses you refer to, let us see them. I think we can dispense with any further argument.

Mr. Straus, come on.

MR. COHN: That is right.

MR. RICH: May I add this --

MR. COHN: If I can make this as clear as I can and I am trying to, it has become clear to me recently, the basis of this whole case and it can be handled quickly is a contention by the defendants that the plaintiffs will not be able to get into evidence these "manufactured" rather than manufactured and sold --

THE COURT: Are you claiming there were no documents signed by anybody on behalf of the defendants?

MR. COHN: Exactly.

THE COURT: Let's see them.

MR. COHN: This has been puzzling me. We have been trying to look at these things.

MR. RICH: If your Honor will recall, the lawsuit started in 1968. They have never sort to look at these documents until we had pretrail conferences before you and I specifically told Mr. Cohn that they were available for his inspection on numerous times. The first time --

pgbr 14

THE COURT: No more lawyer's argument. We will have a witness.

MR. RICH: Your Honor, before we start I want to make sure. We keep referring to the defendants as those defendants listed in the caption of the action but your Honor is probably aware of the fact that in addition there should be added as a defendant Talmadge Productions, Inc. That is part of the pretrial order in this particular case that Talmadge Productions should be added as a defendant and that the alleged Talmadge Productions, Inc. is Musicor's successor in interest.

S E Y M O U R S T R A U S, called as a witness on behalf of the plaintiffs, having been first duly sworn, testified as follows:

xx (Plaintiffs' Exhibits 1, 2, 3 and 4 were marked for identification.)

MR. RICH: I am going to offer them now or later on but I am offering those exhibits.

MR.COHN: If there are offered --

THE COURT: Mr. Rich, let us see if you and I can get organized on this basis: I have got to have whatever presentations made relate to specific claims. I want to start. Turn with me to the stipulation --

MR. RICH: If I may, I think I have my presentation

pgbr 15 Straus-

along the lines that your Honor wishes. I am offering those documents that have been marked for identification.

THE COURT: What do they relate to?

MR. RICH: Those are the licenses that are the subject of this lawsuit. The first batch which is Exhibits 1-A through 1-F are those licenses pertaining to records manufactured and sold. The remaining licenses which are contained in the three large envelopes before your Honor are the other licenses involved in this lawsuit which are on the basis of records manufactured.

MR. COHN: Judge --

MR. RICH: These are the same licenses that are the subject of the pretrial order and have been discussed all the way through.

MR. COHN: Now that these licenses have been offered in evidence I object to their being received in evidence on the ground they are not valid licenses, they do not bear the signature of Mr. Talmadge or any authorized person in behalf of Musicor.

We have finally been able to see and go through each one of these licenses and we submit they are not valid licenses, never having been executed by Mr. Talmadge, which really should have been obvious the whole way through because all through the Fox audits this was dealt with on a

pgbr 16 Straus-

manufactured and sold basis which would not have been possible if these licenses were governing. It is our contention that the United Artists-Musicor licenses covering the same records are what govern and that all those, these licenses being handed up to your Honor, were submitted by the Harry Fox Agency to Mr. Talmadge and Talmadge specifically declined to execute them and did not execute them.

They have now been offered in evidence on the plaintiffs' prima facie case. I assume Mr. Straus is the witness through whom they expect to authenticate them. I will tell your Honor, if your Honor will permit me a voir dire of whatever witness they put on they will have grave difficulty to establishing that these licenses were ever consented to by the licensee.

THE COURT: Please. Let me get some testimony.

MR. COHN: This is very basic. They have offered an exhibit that is basic to the whole case. The testimony Mr. Straus will give -- I have a feeling I am not getting across.

THE COURT: I think you are. My only problem is -- I don't mean to prolong on this point, but it should be organized so I know what these licenses relate to.

If I just take all the licenses listed in the schedules to the plaintiffs' proposed facts I have not

pgbr 17 Straus-

got anything I can work with. I have a lot of licenses.

Mr. Rich, in the stipulation we isolated claims.

MR. RICH: Yes.

THE COURT: I have got to have some idea from you what it pertains to what claim.

MR.RICH: I am ready to proceed.

THE COURT: If you do me the favor of getting in your hands the stipulation and looking at it with me I would like to see how we organize this, otherwise I wouldn't know anything about the case when we end up with this procedure.

MR. RICH: May I suggest this --

THE COURT: Can youhear me out.

It would help me. Let me work with Mr. Rich. You go back to your seat, Mr. Cohn.

MR.COHN: I have a feeling I failed in trying to convey the point. They will notbe able to get these licenses in evidence.

THE COURT: You have an objection. Right now your objection is sustained.

Mr. Rich, on page 172 we have your claim for $7,283.36.

MR. RICH: That is correct.

THE COURT: You contend as shown on page 173 that all or part of these licenses referred to in that claim

pgbr 18 Straus-

provide for royalties on records manufactured. What can you tell me or can Mr. Straus present proof about what licenses are referred to in that claim? Can you do that?

MR. RICH: I think we can.

THE COURT: Let us do it.

MR. RICH: I was going to ask this: May I put in Mr. Straus' qualifications and go through the ordinary thing?

MR. COHN: I will stipulate to that. I will stipulate he is an accountant.

MR. RICH: He is an accountant and a highly qualified expert in the music and publishing --

MR. COHN: Both Mr. Straus and Mr. Steinberg are known to the Court having worked on three trials.

THE COURT: Unless we get to an objection I assume they are competent to testify as to what they testify about.

DIRECT EXAMINATION

BY MR. RICH:

Q With reference to the item 15 on plaintiffs' proposed agreed statement of facts, it is referred to in the stipulation contained in the transcript of June 5th, starting at line 18, page 172 and continuing on to line 14 of page 173 --

pgbr 19 Straus- direct

THE COURT: That is it.

MR. RICH: Should I read that into the record?

THE COURT: It is in the record.

Q Mr. Straus, could you tell the Court as to how you computed the sum of $7,283.36 as due and owing from the defendants to the plaintiff with regard to this particular claim and, if you would, also tell the Court exactly the nature of this claim so we could have the record more understanding.

THE COURT: Just a moment.

MR. RICH: With regard to the particular licenses I did not intend to authenticate the licenses through Mr. Straus but I did through Mr. Berman to advise the Court that the licenses were sent out by his agency, received back from Musicor, signed on behalf of Musicor, that he sent a copy of that which was received back from Musicor to the plaintiffs and that the plaintiffs did receive these licenses back.

What we have been using to this point, your Honor, because their business records of the plaintiffs are copies of these particular licenses. The licenses themselves on which you had copies in front of you are at the plaintiffs' offices. We never brought them down because there was never a question of the original licenses being

put into issue here.

THE COURT: Let us wait a minute. Let us let Mr. Straus get together.

THE WITNESS: I am ready.

THE COURT: Do you have a breakdown of components making up the claim of $7,283.36 referred to at page 172 of the stipulation?

A Yes. It is an adding machine tape which is taken off the statements submitted by Musicor of all the negative figures which they have deducted from their royalties, and if you look, your Honor, on December '64 you will see negative figures at the bottom which they have deducted off their statements.

THE COURT: You have a schedule showing the licenses involved?

A We have the licenses in here, your Honor, for each particular one and I can pull out any one you want.

THE COURT: It is not what I want.

A For example, if we can go in we can find the license for Mr. Moon, Mr. Cupid and I which is record 1,011.

MR. RICH: This will take me a minute. I had this in alphabetical order and representatives of the defendants examined this and it is no longer so.

A I have another one here. Aladdin's Lamp, you can

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use that as an example.

THE COURT: All right.

A That is record No. 2,004.

It even encloses a license which reads to such records manufactured the royalties should be the statutory rate.

THE COURT: You have as one of the licenses referred to in this claim Aladdin's Lamp, correct?

THE WITNESS: Yes.

THE COURT: How do you identify it? Is there a number or something?

A 2,004 MM 2,004/MS 3,004.

THE COURT: What is all that? Is that single and LP?

THE WITNESS: This happens to be an LP.

THE COURT: Why don't we have that marked? This was just part ofa big envelope?

THE WITNESS: Yes.

THE COURT: What is the envelope number?

THE WITNESS: This is 2-D.

THE COURT: We will have this marked as 2-A for ideptification and then we can talk about it.

MR. RICH: Also, your Honor, if you want 2 licenses to work from, I found Mr. Moon, Mr. Cupid and I.

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xx (Plaintiffs' Exhibit 2-A was marked for identification.)

THE COURT: You have also a statement which shows how much is due on this particular claim with respect to this license Exhibit 2-A for identification.

THE WITNESS: I have a statement which shows for a period ending. I have to go through each period to show you what was deducted for each period on this particular recording but I can sow you on the statement Musicor's own statement of December 31, 1964 the deduction of royalties of $69.08 cents and $2.18 for example against royalties due and owing.

THE COURT: Now --

THE WITNESS: Any particular one you want we can pull out, the license.

THE COURT: You would offer, I take it, 2-A?

MR. RICH: That is right.

THE COURT: What is your objection? I can deal with this particular piece of paper.

MR. COHN: May I see that, please.

(Pause.)

MR. COHN: Your Honor, this exhibit respectfully is objected to on the ground that it does not bear the signature of Mr. Talmadge. It is a forgery.

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MR. RICH: May I respond to that. We were sitting on Frida in the room right next to this courtroom where your Honor had requested we go over the various exhibits. Mr. Talmadge had noticed that our copies of these licenses did not in some cases bear the same or similar signatures of the licenses that he had in his possession. That is not to say that his licenses were not signed. They were signed and that is not to say that the licenses delivered in any respect whatsoever because they are all identical except that his office copies bore a different signature. When Mr. Talmadge was looking at it he said "The fact that the signature on it is not mine doesn't matter because other people were authorized to sign my name."

THE COURT: This is a waste of time. Put on a witness who can lay a foundation for the documents.

MR. RICH: I asked you. I said I could take this out of turn instead of starting out with Mr. Straus and start off with Mr.Berman. I am prepared to do it. We could do it now or later.

THE COURT: Let us do it now. We will take an example. I think this. I am sure that by focusing on an example we can do something that will illustrate a point covering a lot of things. We don't have to go through it one by one.

Mr. Straus, you are excused for the moment.

(Witness excused.)

A L B E R T B E R M A N, called as a witness on behalf of the plaintiffs, being first duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. RICH:

Q Mr. Berman, by whom are you employed?

A The Harry Fox Agency.

Q How long have you been employed by them?

A 26 years.

Q Could you tell the Court the nature of the business of the Harry Fox Agency?

A It represents music publishers in connection with licensing of their copyrights for recording purposes.

Q Could you tell the Court your position with the Harry Fox Agency?

A I am the managing director.

Q Could you tell us what your overall duties are with respect to that company?

A I am responsible for the condition of the offices. I am the chief executive and in this capacity we represent many hundreds of music publishers.

Q Could you estimate the number of music publishers

that you represent?

A Approximately 3500.

Q Approximately what percentage of music publishers in the United States does that represent?

A About 65 to 70 per cent.

Q Are the plaintiffs in this action companies represented by the Harry Fox Agency with regard to the issuance of licenses and the collection of royalties?

A Yes.

Q Did there come a time when licenses were issued by the Harry Fox Agency on behalf of the plaintiffs in this action to the defendant Musicor?

A Yes.

Q Mr. Berman, I show you documents that have been marked for identification. You will note that attached to each licenses there is also a --

THE COURT: Can you deal with 2-A?

MR. RICH: I would like to deal with them all. I want to put in all the licenses into evidence.

THE COURT: All right.

Q I will show you documents that have been marked as Plaintiffs' Exhibits 1-A through 1-F and attached to the licenses copyright certificates and in some cases lead sheets but I am referring you to the licenses themselves and ask you

whether or not these are copies of licenses that were sent by the Harry Fox Agency to Musicor and received back from Musicor signed on behalf of Musicor.

MR. COHN: You are asking the witness if they were received back from -- as to his personal knowledge when they were received back.

THE COURT: Are you objecting?

MR. COHN: I am objecting unless he establishes this witness has knowledge.

THE COURT: Let us cover that. You can ask that.

A Yes. These are licenses which were sent by the Harry Fox office to Musicor Records. They on the surface were signed by someone on behalf of Musicor Records and returned to our office.

Q Mr. Berman, to your knowledge is it the practice in the industry when a license is issued to a record company and the record company has someone sign it, is there any particular type of person that signs on behalf of the record company?

A No. Many times an employee of a record company will be designated as the person who can sign the agreement.

Q I also show you what has been marked for identification as Exhibits 2, 3 and 4 which are envelopes

containing various licenses and I ask you the same question as to whether or not these are copies of licenses issued by the Harry Fox Agency on behalf of the plaintiffs to Musicor and then received back from Musicor.

A Do I have to examine each license?

Q I think it might be wise. I might say these are licenses that I had previously shown to you. I will represent that. I don't know if you need to go through it. You can, if you like.

A I have previously seen this group of licenses.

THE COURT: You are referring to an envelope, Exhibit 3 for identification.

Q Does that also pertain to the envelopes marked as Exhibit 2 and the envelopes marked as Exhibit 4?

A Yes, it does. I have previously examined these licenses and they are licenses issued by the Harry Fox offoce on behalf of one of the publishers we represent.

Q These were licenses sent by the Harry Fox Agency on behalf of the plaintiffs to Musicor; correct?

A Yes.

Q And received back from Musicor?

A Yes.

Q When the licenses were received back from Musicor, please tell the Court whatyou did with those licenses?

A One copy of the license is sent to the publisher on whose behalf the license is issued.

Q In this particular case a copy would have been sentto January, Arch and Sealark, the plaintiffs in this action?

A Yes.

MR. RICH: I have no further questions on this point.

THE COURT: I take it you renew your offer of Exhibits 1-A through 1-F also 2, 3 and 4?

MR. RICH: Yes, your Honor. Also there was another one that was marked separately.

THE COURT: I will include 2-A in Exhibit 2. You are offering all the licenses encompassed in those groups.

You have voir dire?

MR. COHN: Yes. I have voir dire and cross. I will take the voir dire first.

THE COURT: You are through with this witness?

MR. RICH: Yes.

THE COURT: Then cross examine.

MR. RICH: On this particular point. I will recall him on other points.

MR. COHN: Then I won't do voir dire but cross.

CROSS EXAMINATION

BY MR. COHN:

Q Mr. Berman, actually you don't have any personal knowledge as to whether or not these licenses were signed by anyone authorized to sign them on behalf of Musicor, do you?

A No.

Q And as a matter of fact,Mr.Berman, you are testifying here this morning based upon the usual custom and procedure without knowledge as to whet did or did not happen in this particular case, would that be fair?

A Yes.

Q Do you know the signature of Art Talmadge?

A No.

Q Can you tell us whether or not knowing the signature of Art Talmadge it follows that you cannot tell us whether or not these licenses which have been shown to you bear tne true signature of Art Talmadge?

A There are some that are signed by Blanche Wilson.

Q I will come to that. Stick with those that are purportedly signed by Art Talmadge. As to those you cannot tell us whether they bear Art Talmadge's signature, can you?

A No.

Q As to those signed by Blanche Wilson, do you know

MR. RICH: He looked at his own office copies and said "This is not signed by me either and it bears my name".

THE COURT: You can cross examine or examine him. You are not a witness.

MR. RICH: I am prepared to take the stand on that point.

THE COURT: The only thing was that was asked -- there were two names mentioned. I don't know the significance of these people but they are who?

MR. COHN: Natalie Grob and Barbara Bock. I was asking Mr. Rich merely to stipulate that none of these licenses --

THE COURT: -- bear the name Grob or Bock; is that correct?

MR. RICH: I don't recognize the names, your Honor. I don't now if the names appear on the licenses or not.

THE COURT: You represent thatnone of the licenses bear them?

MR. COHN: None of them.

THE COURT: Go ahead with the cross examination.

Q Mr. Berman ,would it be fair to say too that of your own personal knowledge you do not know the circum-

stances of the submission of these licenses by the Harry Fox office to Musicor in 1964? Would that be fair to say?

MR. RICH: I don't understand the question.

A No.

MR COHN: The witness apparently did.

THE COURT: Do you have an objection?

MR. RICH: The witness has answered.

THE COURT: What is your answer?

A No.

Q Would it be fair to say also, Mr. Berman, that you did not have knowledge of conversations which took place between Mr. Talmadge and Mr. Aaron Schroeder concerning these very licenses and whether or why they should not be executed and binding? If that in fact occurred it was not a fact that came to your attention, is that right?

A That is right.

Q Would it also be fair to say that you do not have any knowledge or recollection as to circumstances under which the Harry Fox Agency sent these licenses to Musicor in December of 1964?

A No. It is not fair to say that. It is a general procedure that when we are requested on the one hand by the record company for such licenses on the other hand we are

requested by the publisher to send the licenses.

Q My question to you, though, Mr. Berman.

Do you have independent personal knowledge of having been requested to send these licenses? What happened before that, who made the request to you, what is it you did, what the conversations were after that -- or are you testifying to what the general procedure would be?

A I am testifying as to general procedure. Specifically I have no knowledge.

Q That is what I thought.

If I suggest to you that these very same recordings were governed by a prior license agreement executed between January Music and the Schroeder companies and United Artists-Musicor, would you be familiar with those prior licenses?

A Generally I would say that we have issued licenses to United Artists.

MR. COHN: May I have this marked for identification, please.

This comes from HH and refers to exactly the same record as 2-A.

(Defendants' Exhibit HH-1 was marked for identification.)

(Defendants' Exhibit HH-2 was marked for

identification.)

Q Mr. Berman, your last answer was yes, you recall that the Harry Fox office did issue licenses to United Artists. However, do you have knowledge of the fact that Mr. Schroeder and his companies directly issued licenses to United Artists without going through the Harry Fox office covering exactly the records referred to in 2-A?

MR. RICH: In what period of time?

Q Do you have knowledge of any period of time when Mr. Schroeder not going through the Harry Fox Agency issued direct licenses to United Artists for these same records?

A It is my recollection that he did.

Q If I show HH -- I don't think there is any point in my showing them to you, you would not be able to recognize them.

The only testimony you would give would be the same kind of general testimony you gave about these licenses?

A That is right.

Q You would have no personal knowledge?

A No.

Q And you would not know signatures or conversations?

A No.

Q Mr. Berman, these licenses before you, 2-A and the licenses coming from the envelopes 2, 3 and 4, it has come to your attention that these licenses on their face provide for royalties from records manufactured rather than records manufactured and sold, is that right?

A Yes.

Q Would it be fair to say that these, the records covered by licenses, were included in Harry Fox audits of Musicor books on each of the three occasions we have in this case in which Harry Fox conducted an audit of Musicor books, namely the period of 1964 to '67 audit 1, '67 to '69 audit 2, and '69 to '71 audit three.

My question is,in each one of these three audits records purportedly covered by licenses, Aladdin's Lamp -- included in Exhibit in 2-A, were reviewed by the Harry Fox office?

A Yes.

THE COURT: So the record doesn't get out of hand we ought to at this point have introduced into evidence those audit reports.

Can we get those?

MR. COHN: I will stipulate to the introduction in evidence of all three audit reports, your Honor.

MR. RICH: I am putting in our copies of audit reports which I received from Mr. Berman and the Harry Fox Agency. They were previously marked as Plaintiffs' Exhibit 10, 11 and 12.

THE COURT: Let the record show that Plaintiffs' Exhibit 10 for identification is being received into evidence as Plaintiffs' Exhibit 10 and that is the indictment we will refer to as the first audit; it is referred to at page 162 of the stipulation. It consists of the accountant's report to Fox dated May 13, 1969 and Fox's letter to Musicor dated May 24, 1969.

xx (Plaintiffs' Exhibit 10 was received in evidence.)

THE COURT: Plaintiffs' Exhibit 11, is the audit report, what we will call the second audit report, and that is referred to at Page 163 of the stipulation and consists of the accountant's letter to Fox September 21, 1970 and Fox's letter to Musicor October 16, 1970.

Plaintiffs' Exhibit 11 is received.

xx (Plaintiffs' Exhibit 11 was received in evidence.)

THE COURT: Plaintiffs' Exhibit 12 is what we refer to as the third audit. It is describedat page 164 of the stipulation and consists of the accountant's letter to Fox,

January 18, 1973 and Fox's letter to Musicor, January 30, 1973. Exhibit 12 is received.

(Plainiffs' Exhibit 12 is received in evidence.)

Q Mr. Berman, let me ask you this: One of the topics covered --

MR. COHN: Your Honor, I am sticking to the framework of direct. I will try to tie in something here.

Q One of the subject matters of the audits in this case was a question of the proprietariness of the reserves being taken by Musicor; is that fair?

A Yes.

Q Is it also fair to say that reserves would become an issue in an audit only if we were dealing with manufactured and sold rather than manufactured alone?

A Yes.

Q Isn't it a fact that in conducting all three of these audits the Harry Fox office treated the records involved in this case on a manufactured and sold basis rather than on a manufactured basis?

A I don't know.

Q Do you recall giving a deposition in this case?

A Yes.

Q I am referring now to page 16 and I am doing this just to refresh your recollection:

"BY MR. MANLEY:

"Q With regard to these two audits which were settled why was it settled at a figure considerably less than the amount initially claimed generally?

"A First of all our accountants are instructed to go into a record company and give us the figures of the difference between what should have been paid during the period covered by the audit and what actually was paid. In the particular case of the first audit, roughly 158,000 was claimed. 130,000 was for an area which is called reserves. Now any record company will agree there is no question that reserves are due and payable less any returns that come in."

I will stipulate you explained what the reserve is in general terms.

Then you get back to these audits in question and this is page 18:

"So getting back to the audits. From the time we submit an audit to the time the audit is settled such reserves have already been paid less any returns so that is the main reason for what appears a vast discrepancy. In this particular case a reason for the discrepancy of the remainder of roughly 26,000 and the amount of 11,000

paid was a certain area was omitted from the settlement on the instructions of the publisher."

Do you recall giving that testimony?

A Yes.

Q Could you refresh your recollection further if you have to by glancing at these audits and then tell us whether it is not a fact that the Schroeder companies were treated in those audits in all cases on a manufactured and sold basis rather than on a manufactured basis?

A I did not conduct the audits.

Q I know that.

A I am not equipped to answer that question.

Q By referring to the work product of your firm and with your same familiarity with custom and usage that you had on direct examination, that I know you do possess, by looking at the statements of your own firm account, just glance through them and take the first audit, the second, and see whether you find that reserves with reference to Schroeder Company records is a matter that was audited and reported on.

MR.RICH: Your Honor, the only question we have here -- and I think we are going far afield at this point -- is whether or not the licenses will be sent on behalf of the Fox Agency to Musicor, received back from Fox Agency

from Musicor, signed by Musicor. That is really the only question.

THE COURT: I may cause confusion to people by trying to fragment the case, but I think what we are dealing with now is not just the introduction into evidence of those documents. I think to have the action make sense we better broaden the scope of our present inquiry at least to tie in the whole subject of the execution of those documents which you offered. That is one element and I think the whole business about whether there is any extrinsic evidence so to speak which would allow for varying from those documents I think to that general inquiry it is relevant to see whether the Fox Agency or its accountant representative treated the license arrangements here as being based on royalties due or records manufactured or whether they treated the license arrangements as somehow for some reason being based on records manufactured and sold. I think it is relevant to see how the Fox Agency or its accounting representative treated the matter. If I misled you in any matter to thinking the issues -- you can examine Mr. Berman further. Right now we are taking up that whole subject. May this will dispose of an important part of the time.

THE WITNESS: I would like to have the question.

(Read.)

BY MR. COHN:

Q Would it be fair to say, having examined these audits, that the January, Arch and Sealark group were treated on a manufactured and sold basis?

A I can't tell that by examining these audits. Our accountants would have to determine that.

Q Can you tell us by looking at the audits that reserves were an important item insofar as -- take the first audit where you have a segregated column as to January, Sealark and Arch. Could you tell his Honor -- and this is probably an indirect way of getting at the same thing -- whether or not the question of reserves was raised in rather strident terms, whether the reserves being taken by Musicor were too high a figure or were a proper figure?

A The reserves are a general figure. The reserves are based on a percentage figure. I am unable to determine whether that percentage figure --

Let me go back: Our accountants do not examine every license when they audit a company. If they are aware that licenses have been issued on a manufactured basis rather than a manufactured and sold basis, they will increase the percentage of the reserve claim to take into effect, to take into consideration, that particular area.

THE COURT: I don't understand that. If they are aware yousay that licenses have been --

A -- issued.

THE COURT: On a manufactured basis they will do what?

A They will make our claim based on a higher percentage of the reserve. All of these --

THE COURT: Why would they do that? Start back. I assume what you are talking about is a situation where they go in to a publisher and find that a certain reserve has been taken.

THE WITNESS: They go into a record company.

THE COURT: Of course and find that a certain reserve has been taken.

THE WITNESS: Yes.

THE COURT: The question they are going to worry about is whether that reserve is to be taken or is too high or what.

THE WITNESS: Yes.

THE COURT: Is it not true that if all of the applicable licenses provided for royalties to be paid for records manufactured, there should not be any reserv e at all?

THE WITNESS: That is correct.